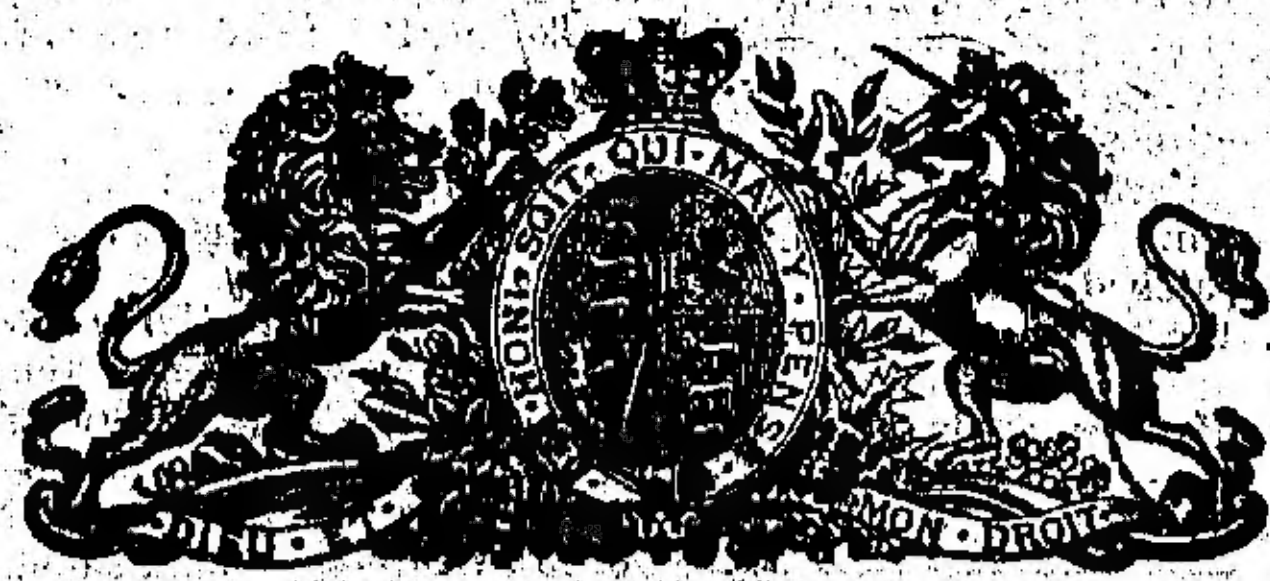


CHINA



MAIL.

Established February, 1845.

Published every Evening, with which is incorporated The "Hongkong Evening Mail and Shipping List."

Vol. XXXII. No. 3947. 號一廿月二年六十七百八千一英

HONGKONG, MONDAY, FEBRUARY 21, 1876.

日七廿月正年子丙

Price, \$24 PER ANNUM.

AGENTS FOR THE CHINA MAIL.

LONDON.—K. ALGAR, 8, Clement's Lane, Lombard Street. GEORGE STREET, 30, Cornhill. GORDON & GOTH, 121, Holborn Hill. E. C. BATES, HERBY & Co., 4, Old Jewry. E. C. BARNES, DEACON & Co., 150 & 152, Leadenhall Street.

NEW YORK.—ANDREW WIDR, 133, Nassau Street.

AUSTRALIA, TASMANIA, AND NEW ZEALAND.—GORDON & GOTH, Melbourne and Sydney.

SAN FRANCISCO and American Ports generally.—BRAN & BLACK, San Francisco.

CHINA.—SWATOW, QUELON & CAMPBELL, Amoy, GILLES & Co., Foochow, HENDER & Co., Shanghai, LARK, CRAWFORD & Co., and KELLY & Co., Manila, C. HENDERSON & Co., Macao, L. A. DA GRAGA.

Banks.

COMPTOIR D'ESCOMPTE DE PARIS.

INCORPORATED BY NATIONAL DECREE OF 7th AND 8th MARCH, 1848.

BY IMPERIAL DECREE OF 25th JULY, 1854, AND 31st DECEMBER, 1866.

Recognized by the INTERNATIONAL CONVENTION OF 30th APRIL, 1862.

PAID-UP CAPITAL, 80,000,000 Francs. RESERVE FUND, 20,000,000 Francs.

HEAD OFFICE.—14, Rue Bergère, Paris. LONDON AGENCY.—144, Leadenhall St., E.C.

AGENCIES.—At Nantes, Lyons, Marseilles, Brussels, Bombay, Calcutta, St. Denis (Isle de la Réunion), Hongkong, Shanghai and Yokohama.

LONDON BANKERS.—Bank of England, Union Bank of London.

HONGKONG AGENCY.

INTEREST ALLOWED

ON Current Deposit Account at the rate of 2 per cent. per annum on the monthly minimum balances, and on Fixed Deposits at rates which may be ascertained at the offices.

CHIEF DE GUIGNÉ, Manager.

Office in Hongkong: Bank Buildings, Queen's Road, Hongkong, May 14, 1875.

HONGKONG & SHANGHAI BANKING CORPORATION.

PAID-UP CAPITAL, 5,000,000 Dollars. RESERVE FUND, 100,000 Dollars.

COURT OF DIRECTORS.

Chairman.—E. R. BELLIS, Esq. Deputy Chairman.—AD. ANDER, Esq. J. F. COATES, Esq. S. W. POMEROY, Esq. H. HOPKINS, Esq. F. D. SASSOON, Esq. A. MOYER, Esq.

CHIEF MANAGER.

Hongkong, JAMES GREIG, Esq. Shanghai, EWEN CAMERON, Esq. LONDON BANKERS.—London and County Bank.

HONGKONG.

INTEREST ALLOWED

ON Current Deposit Accounts at the rate of 1 per cent. per annum on the daily balance. On Fixed Deposits:—For 3 months, 2 per cent. per annum. " 6 " 4 per cent. " " 12 " 5 per cent. " "

LOCAL BILLS DISCOUNTED.

Credits granted on approved Securities, and every description of Banking and Exchange business transacted. Drafts, granted on London, and the chief Commercial places in Europe, India, Australia, America, China and Japan.

JAMES GREIG,

Chief Manager. Offices of the Corporation, No. 1, Queen's Road East, Hongkong, February 17, 1876.

TAKASIMA COLLIERY.

JARDINE, MATHESON & Co., Agents.

FOR SALE.

FRESH Takasima COAL, in lots to suit purchasers. Large Handpicked, Double-screened at \$5 per Ton. Small, at \$4 per Ton. Apply to T. G. GLOVER, No. 7, Queen's Road and at East Point, Hongkong, December 3, 1875.

Notices of Firms.

NOTICE.

I Have this day authorized Mr. J. Y. V. SHAW to sign my name per procuration. A. MACG. HEATON. Hongkong, January 1, 1876.

COMPAGNIE DES MESSAGERIES MARITIMES.

NOTICE.

FROM this date and until further notice, Mr. G. DE CHAMPEAUX will act, at this Port, as Agent of the above Company. By Order of the Directors, O. BERTRAND. Hongkong, January 29, 1876.

NOTICE.

THE interest and responsibility of the late Mr. SIDNEY DEACON in our Firm, ceased on the 9th September last. Mr. ALFRED T. DUVAL was admitted a Partner therein on the 1st ultimo. DEACON & Co. Canton, February 1, 1876. md7

NOTICE.

WE have Established branches of our Firm at Haiphong and Hanoi. Mr. E. CONSTANTIN is authorized to sign by procuration in Pongou. LANDSTEIN & Co. Hongkong, December 31, 1875.

NOTICE.

MR. MEYER ELIAS SASSOON has been admitted a Partner in our Firm from the 1st January ultimo. E. D. SASSOON & Co. Hongkong, February 3, 1876. md8

NOTICE.

THE Undersigned have entered into Co-partnership from the First day of January, 1876, in the Business of Shipbrokers at this Port, under the style of MORRIS & RAY. A. G. MORRIS, E. O. RAY. Bank Buildings, Hongkong, February 3, 1876.

Intimations.

WANTED, to CHARTER a VESSEL to carry 800 to 900 Tons large Takasima Coal, either from Hongkong or Nagasaki to Providence Bay, Bering's Straits, in Lat. 64 deg. 22m. 30.7s. N., Long. 173 deg. 17m. 18.5s. W. To arrive about 12th June. Tenders cannot be received after 21st Instant. For Particulars, apply, between 9 and 11 a.m., to Captain NOVOSILSKY, H.L.R.M.S. "VADIMOK." Hongkong, February 15, 1876. fe22

G. O. ROGERS, DENTAL SURGEON, No. 7, ARBUTHNOT ROAD, (will be absent at Canton for a few days from the 28th instant.) Hongkong, February 19, 1876. fe23

HOTEL DES COLONIES, SHANGHAI.

LES Propriétaires de l'Hotel des Colonies ont l'honneur d'informer M.M. les Voyageurs qu'ils viennent d'annexer à leur restaurant, dont le haut renom est si bien connu, une nouvelle maison, y attenante, qui leur permet d'offrir des Chambres Splendides réunissant tout le confortable, désirable, Chambres pour familles, Salles de Bain, &c., &c. Voitures à la disposition de M. M. les Voyageurs. La Salle de Billard et la Salle sont complètement séparées de l'Hotel et qui est une sécurité pour le bien être des visiteurs. Les soins les plus minutieux apportés dans tous les services sont une garantie pour M. M. les Voyageurs dont le patronage est sollicité. A. SOISSON & Co., Propriétaires. Shanghai, le 10 Février, 1876. md15

HONGKONG & SHANGHAI BANKING CORPORATION.

NOTICE TO SHAREHOLDERS.

THE DIVIDEND declared for the half-year ending on 31st December last, at the rate of 5 1/2 per cent. per annum, say \$8.75 per paid-up share of \$125, is payable on and after FRIDAY, the 18th instant, at the Office of the Corporation, where Shareholders are requested to apply for Warrants. By Order of the Board of Directors, JAMES GREIG, Chief Manager. Hongkong, February 19, 1876.

OFFICERS' MESS, 28th REGT.

THE Officers 28th Regt. will not hold themselves responsible for any Debts contracted by their Messman. By Order, FRANCIS E. WEBB, Capt. & Mess President. Murray Barracks, Hongkong, February 15, 1876. fe22

Intimations.

HONGKONG AND WHAMPOA DOCK COMPANY, LIMITED.

NOTICE TO SHAREHOLDERS.

THE Ordinary Yearly MEETING of the Shareholders will be held at the Office of the Company, Club Chambers, on MONDAY, the 28th February, at 3 p.m., for the purpose of receiving a Statement of Accounts to 31st December, 1875, the Report of the Directors; for the election of Directors, and Auditors; also to declare a Dividend. By Order of the Board, D. GILLIES, Secretary. Hongkong, February 12, 1876. fe23

HONGKONG AND WHAMPOA DOCK COMPANY, LIMITED.

NOTICE.

THE Transfer BOOKS of the Company will be CLOSED from the 15th to the 20th instant, both days included. By Order, D. GILLIES, Secretary. Hongkong, February 12, 1876. fe23

Entertainments.

HONGKONG CHORAL SOCIETY.

PROGRAMME OF CONCERT

To be given at the CITY HALL,

ON Tuesday Evening,

February 22, 1876,

COMMENCING AT 9 O'CLOCK.

PART I.

No. 1. Quintette.—Pianoforte, Two Violins, Viola, and Violoncello. Andante and Intermezzo. Carl Reinecke. Op. 83.

No. 2. Chorus.—"Lift up your heads."—Mendelssohn.

No. 3. Bass Solo.—"Jagdlied."—Mendelssohn.

No. 4. Chorus.—"How lovely are the Messengers."—St. Paul.

No. 5. Duets.—Soprano and Mezzo-Soprano. "Recordare" from Verdi's "Requiem."

No. 6. Solo and Chorus.—"The Marvelous Work."—Creation.

PART II.

No. 7. Trio.—Pianoforte, Violin and Violoncello. Adagio Cantabile, and Rondo all' Ungarese from first Trio.—Haydn.

No. 8. Vocal Quintette.—"The Tare Song."—Hattori.

No. 9. Violoncello Solo.—"Schlummerlied," by Stahlknocht.

No. 10. Solo and Chorus.—"La Carità."—Rossini.

No. 11. Solo and Chorus.—"God Save the Queen."

Tickets price \$2 each, may be obtained of Messrs LARK, CRAWFORD & Co., and at the door of the Hall on the night of the Concert.

ROBERT G. ALFORD, Hon. Secretary. Hongkong, February 13, 1876. fe23

Auctions.

PUBLIC AUCTION.

SUBSTANTIAL ENGLISH AND COLONIAL MADE HOUSEHOLD FURNITURE, ENGRAVINGS, GLASSWARE, PLATED-WARE, PIANO, &c., &c., &c.

THE Undersigned has received instructions from JOHN G. SMITH, Esq., to sell by Public Auction, on

MONDAY,

the 28th day of February, 1876, at Noon, at his residence, "Idle Wild," owing to change of residence,—

The whole of his Substantial English and Colonial-made Household FURNITURE, &c., comprising: Drawing, Dining and Bed Room Suites, Glassware, Plated Ware, Dinner, Dessert and Breakfast Sets, Engravings, Pier Glasses, Gasaliers, Gas Brackets, Carpets, Window Curtains and Cornices, Marble-top Tables, Book Cases, Dining Table, Side Board, Whatnots, Chairs, Iron Bedsteads, Wardrobes, Toilet Tables, Washstands and Services, &c., &c.

And, A Cottage PIANO. Catalogues will be issued. Terms of Sale.—Cash before delivery in Mexican Dollars weighed at 7.1.7. All Lots, with all faults and errors of description at purchaser's risk on the fall of the hammer.

J. M. ARMSTRONG, Auctioneer. Hongkong, Feb. 17, 1876. fe23

Auctions.

FURNITURE SALE.

ELEGANT ENGLISH AND CANTON-MADE HOUSEHOLD FURNITURE, SEMI-GRAND PIANO, PARK PHAETON AND PAIR OF PONIES. A FINE COLLECTION OF FRUGS, CAMELLIAS, ROSES, AND OTHER CHOICE PLANTS.

LARK, CRAWFORD & Co. have received instructions to sell by Public Auction, on

TUESDAY,

the 28th February, 1876, at Noon, at "DUART" CAINE ROAD, The Residence of the Honorable T. C. HAYLAR, Esq.,—

The whole of his Handsome and Substantially made HOUSEHOLD FURNITURE, comprising,—Handsomely Carved EBONY SIDE and CENTRE TABLES, Mahogany Marone Morocco Covered COUCHES and CHAIRS, Covered Bombay Blackwood COUCHES, and FLOWER STANDS, Inlaid Ormolu CHEFFONIER, and Japanese CABINETS, Handsome Mantelpiece MIRRORS, OIL PAINTINGS, OEROMOLITHOGRAPHS, ENGRAVINGS, CARPET, Window Curtains, Gilt Cornices, Gasaliers, Aquariums, Bronze and Porcelain Vases.

Handsome BOOK CASE, Carved SIDEBOARD with MIRROR BACK, Glass and Crockery Ware, Silver and Electro Plated Table Ware, Whatnots, Chairs, Clocks, Plated Candlesticks.

Handsome GILT BRASS BEDSTEAD with Feather Mattresses, BURAU with Mirror, Wardrobe, Chest of Drawers, Marble-top Washstands, Toilet Glasses, Choral Glasses, Iron and Brass Bedsteads, Lamps, &c., &c., &c.

A GRAND PIANO by J. BROADWOOD & SONS, made expressly to stand this Climate.

One 4-wheeled PARK PHAETON, by LENTY, with a pair of WHITE PONIES, and Double Set SILVER MOUNTED HARNESS.

Ladies' & Gentlemen's Sedan CHAIRS. Etc., Etc., Etc.

The Carriage and Ponies, and the Plants will be sold at 4 o'clock. Catalogues will be issued prior to the Sale, and the Furniture will be on view on MONDAY, the 28th February, 1876.

TERMS OF SALE.—Cash before delivery in Mexican Dollars weighed at 7.1.7. The lots, with all faults and errors of description, whatsoever, at purchaser's risk on the fall of the hammer.

Hongkong, Feb. 14, 1876. fe23

For Sale.

FOR SALE.

THE UNDERMENTIONED LAND AND BUILDINGS.

AT HONGKONG.—

INLAND Lot 82.—The well-known House and Office lately occupied by Messrs A. Heard & Co., adjoining the Cathedral Compound.

The Ground below the masonry retaining wall of the above, abutting on the Queen's Road.

Annual Crown rent, \$390.48.

MARINE Lot 111, WANGHAI.—First-class and extensive Godowns.

Annual Crown rent, \$324.

INLAND Lot 591.—Sited on the Bonham Road and one of the finest sites for Villa residences in the Colony.

Annual Crown rent, \$79.78.

FARM Lot 17, POKFULUM, adjoining Messrs Butterfield & Swire's premises.

Annual Crown rent, \$25.

AT KOWLOONG.—

MARINE Lot 4.—With a frontage of 100 feet on the Quay, and with an area of 30,000 feet.

Reduced Annual Crown rent, \$10.

AT YOKOHAMA.—

Lots No. 6 AND No. 27 in the Foreign Settlement.

No. 6 is situated on the Bund, and comprises an eight-roomed Dwelling House, detached, with Garden all round, Offices, Godowns, Servants' Quarters and Outhouses. Area 1,084 Taubos of 35 square feet.

Annual Ground rent, \$235.78.

No. 27 is separated from No. 6 by Water Street and comprises large Tea-Firing and other Godowns, Floor Silk Press, Compressor's Quarters, Stabling and Fire Engine House. Area, 554 Taubos.

Ground rent, \$154.97 per annum.

Applications for purchase, or further information, to be made to

J. WHITTALL,

Trustee A. Heard & Co.'s Estate, 33, Queen's Road, Hongkong.

Hongkong, February 1, 1876.

FOR SALE.

FOR SALE.

THE Season's American HAMS and BACON in prime condition. Shoked SALMON.

Golden Gate Baker's EXTRA FLOUR in Barrels and Tins.

MADEIRA, FRICKEL & Co. Hongkong, February 16, 1876.

Shipping.

Steamers.

FOR COOKTOWN AND SYDNEY.

The Steamer "LY-EE-MOON," Captain G. R. STEVENS, will be despatched as above on the 23rd Instant.

For Freight or Passage (having excellent accommodation for first-class passengers), apply to

LANDSTEIN & Co.

Hongkong, February 14, 1876. fe23

OCEAN STEAMSHIP COMPANY.

FOR SHANGHAI.

Taking Cargo & Passengers at through rates for HANKOW, NINGPO & PORTS IN JAPAN.

The Company's Steamship "DIOMED" will be despatched on or about the 25th Instant.

For Freight or Passage, apply to BUTTERFIELD & SWIRE, Agents. Hongkong, February 16, 1876. fe25

OCEAN STEAMSHIP COMPANY.

FOR LONDON VIA SUEZ CANAL.

The Company's Steamship "MENEALUS" will be despatched on or about the 26th Instant.

For Freight or Passage, apply to BUTTERFIELD & SWIRE, Agents. Hongkong, February 16, 1876. fe25

STEAM TO YOKOHAMA.

The P. & O. S. N. Co.'s S.S. "MALACCA" will leave for the above place shortly after the arrival of the Teheran with the next English Mail.

A. MOYER, Superintendent. Hongkong, February 17, 1876.

STEAM TO SHANGHAI.

(Taking Cargo at through rates for NAGASAKI & HIOGO.)

The P. & O. S. N. Co.'s S.S. "TEHERAN" will leave for the above place about 24 hours after her arrival with the next English Mail.

A. MOYER, Superintendent. Hongkong, February 17, 1876.

Sailing Vessels.

FOR PORTLAND (OREGON.)

The A-1 American Ship "SAMUEL G. REED," WHITE, Master, will load for the above Port, and will have quick despatch.

For Freight, apply to VOGEL, HAGEDORN & Co. Hongkong, February 1, 1876.

FOR SAN FRANCISCO.

The A-1 British Clipper-ship "GREY," THOS. ROBERTS, Master, will load for the above Port, and will have immediate despatch.

For Freight, apply to VOGEL, HAGEDORN & Co. Hongkong, February 1, 1876.

FOR SAN FRANCISCO.

The A-1 American Ship "LATHLEY RICH," THOS. MITCHELL, Master, will load for the above Port, and will have quick despatch.

For Freight, apply to VOGEL, HAGEDORN & Co. Hongkong, February 1, 1876.

FOR NEW YORK.

The A-1 American Ship "HAZE," WILKINSON, Master, will load here and at Whampoa, and will have quick despatch as above.

For Freight, apply to VOGEL, HAGEDORN & Co. Hongkong, February 1, 1876.

FOR LONDON.

The A-1 British Ship "SARAH INGOLSON," 633 Tons Register, Captain S. KIRK, will load here for the above Port, and will have quick despatch.

For Freight, apply to VOGEL, HAGEDORN & Co. Hongkong, February 5, 1876.

FOR MELBOURNE & SYDNEY.

(Calling at Adelaide if sufficient inducement offers.)

The A-1 British Bark "NOVELTY," LEMMER, Master, will load here for the above Ports, and will have quick despatch.

For Freight, apply to RUSSELL & Co. Hongkong, January 7, 1876.

Shipping.

Sailing Vessels.

For Sale.

CLEARANCE SALE.

SAYLE & Co. will offer, on and after **TUESDAY** Next, the 18th Instant, the remainder of their Winter Stock at Greatly Reduced Prices, consisting of—

Winter Costumes and Polonaises.
Ladies' Jackets and Mantillas.
Fancy Dress materials of all kinds.
Wool Plaid and Flannels.
Silks and Poplins.
Wool Shawls and Cloaks.
Trimmed and Untrimmed Hats and Bonnets.
Fancy Wool Goods.
Lace and Linen Sets.
Scarves and Sashes.
Boys' Suits.
Children's Dresses.

&c., &c., &c.

VICTORIA EXCHANGE.

Queen's Road & Stanley Street.

IMMUNITIES.

NOTICE IN EXPLANATION OF A SLANDER.

THE principles of right or wrong will reveal themselves in course of time, and this saying is clearly set forth in the History of China. When undue reliance is placed on statements by word of mouth, a good argument is always wanting, and this is what the Book of Changes has always guarded people against. If a man is not guilty of anything seriously wrong, it is likely that he will submit himself to be killed.

With regard to Lai Ming Chun, he is indeed a bare-faced fellow, and one who has no regard for anything. On the 27th day of the 10th Moon last year (24th November 1875), he slandered Messrs. Tsangshun Yee and Woo Lin Tak by falsely accusing them of being engaged in the nefarious trade of selling people for the purposes of emigration, and that in their transactions they were in fact kidnappers. And finally, he recorded the same in the *Tsun Wan Yat Po*, (The Universal Circulating Herald), so that Messrs. Tsang and Woo had thought of suing him before the local authorities, so that he might be punished for libelling people's character. Fortunately for him, however, Lai Ming Chun learnt in time of his own wrong in slandering the character of good men, and now he has voluntarily consented to pay the penalty of bearing the legal expenses in the sum of \$600, and to pay also (into the poor box) \$25, for the relief of the Chinese and foreign newspapers, three of each, for the period of one month, an article, in order to redeem himself from what he has been guilty of. But this, nevertheless, would not actually be sufficient to cover the enormity of his sin. The reason why Messrs. Tsang and Woo condescended to these terms was because they had been advised by intimate friends, who urged that, inasmuch as both parties were Chinese, how could they, Messrs. Tsang and Woo, have the heart to see him (Lai Ming Chun) put in a goal of the foreigner? So that it would be far better that they should forgive him, but inflict a small penalty by way of a small warning.

It so happened, luckily, that Messrs. Tsang and Woo's magnanimity proved to be as expansive as the sea and as capacious as the ocean, and it was thus that the matter was put an end to. This is sufficient to show that Messrs. Tsang and Shun are peaceful and quiet men, and that they have done a very good deed. But Lai Ming Chun is a man who is very much conceited (he is the night pedestrian who thinks a great deal of himself), and one who falsely dilates in satire and raillery. He began life in a very mean position, and is not of a respectable family (he is the descendant of the pure and white). While in a mean position, he, moreover, offends his superiors. Therefore it would not be arbitrary were he to be banished beyond the frontiers, nor would it be too much were he to be put to the sword (he is under the axe). Now, that he is only fined in so small a sum, it is indeed his good fortune that he has escaped greater consequences.

ONE WHO UPHOLDS JUSTICE.

Hongkong, 19th Feb., 1876. m19

NOTICE.

A MAN'S character should be judged from what it has been before, and by that means elegance or worthlessness can be discerned. A story should be judged by its true or false bearings, so that right and wrong may be distinguished. These remarks apply to the case in which Messrs. Tsangshun Yee and Woo Lin Tak were, on the 27th day of the 10th moon last year (24th November 1875), slandered by Lai Ming Chun.

Messrs. Tsangshun Yee and Woo Lin Tak have been residing for more than ten years in Hongkong and have always been employed in representing Nam Pak Hong in their transactions with foreigners. While their character stands high, their conduct is excellent, and they have for a long time back been respected by both Chinese and foreigners. They have not only borne a name that is approaching to anything improper, but they have not in the course of all their actions done anything of which they could be justly reproached. Unhappily, however, slander came upon them, and, of course, when virtue stands high, reproach will come. They were therefore falsely charged by Lai Ming Chun's libel, which was told of all truth, with selling people for

Intimations.

emigration abroad. They are indeed labouring under a false imputation from which it is now difficult for them to clear themselves. Our office, therefore, in publishing Lai Ming Chun for having done what he ought not to have done, orders him—and he consents—to pay the sum of \$600, the amount of legal expenses; he has also by way of punishment to pay \$25 into the Poor Box for the benefit of the Hongkong Poor. He is further punished by having to pay the expenses of advertising in the Chinese and foreign newspapers in the Colony, three of each, for the period of one month, a notice which will bring before the public his sin in this defamation. Reparations like these will perhaps, allay in a measure the indignation which Messrs. Tsang and Woo feel.

When a man finds fault with others he ought in the first instance to enquire whether he himself is unblemished. Now Lai Ming Chun, as a man, is not one who is numbered among the gentry, nor is his name pronounced by the lips of the illustrious. Yet he falsely dilates in slanderous language and spreads diffidely by word of mouth stories to the detriment and pollution of (the good name of) Messrs. Tsang and Woo. It was right therefore that Messrs. Tsang and Woo sought to sue him in the Courts of Justice, and he was on the eve of being punished by the utmost penalty of the law. Fortunately, however, Messrs. Tsang and Woo's magnanimity is expansive as the sea and as capacious as the ocean, and they deal with people liberally; with that end in view, they therefore prefer, instead of punishing him, as he rightly deserves, to forgive him the enormous crime of which he has been guilty. Having ceased litigation now, they have no resentment against any one, and by so doing, they cherish the friendly tie that exists amongst the Chinese clans. They have also shown that in doing this they are inflicting a lenient punishment for the sake of a great warning. They are indeed fully sustaining the benevolent principles of the law, and for this act of theirs, may the happiness (or good fortune) of Messrs. Tsang and Woo never grow less.

THE UNIVERSAL CIRCULATING HERALD (TSUN WAN YAT PO).
Hongkong, February 19, 1876. m19

To-day's Advertisements.

FOR SWATOW, AMOY, FOCHOW, AND TAMSUI.
The Steamship "HAILONG."
Captain Abbott, will be despatched for the above Ports on WEDNESDAY, the 23rd Instant, at Daylight.
For Freight or Passage, apply to DOUGLAS LAFRAIE & Co.
Hongkong, February 21, 1876. f23

NOTICE.
COMPAGNIE DES MESSAGERIES MARITIMES.
PAQUEBOT POSTE FRANCAIS.

The Company's Steamship "TANAIS."
Captain REYKIE, will be despatched for SHANGHAI shortly after the arrival of the next French Mail.
G. DE CHAMPEAUX, Acting Agent.
Hongkong, February 21, 1876.

NOTICE.
COMPAGNIE DES MESSAGERIES MARITIMES.
PAQUEBOT POSTE FRANCAIS.

The Company's Steamship "TIGRE."
Captain BRUNET, will be despatched for SHANGHAI shortly after her arrival from Europe.
G. DE CHAMPEAUX, Acting Agent.
Hongkong, February 21, 1876.

RAISE HOLIDAYS.
THE Undermentioned Banks will close for Public Business at 12 o'clock, Noon, on THURSDAY, FRIDAY, SATURDAY, the 24th, 25th and 26th Instant.

For the "Oriental Bank Corporation,"
GEO. O. SCOTT, Actg. Manager.
For the "Chartered Mercantile Bank of India, London and China,"
H. H. NELSON, Manager.

For the "Chartered Bank of India, Australia and China,"
THOMAS FORREST, Actg. Manager.

For the "Comptoir d'Escompte de Paris,"
CHAS. DE GUIGNÉ, Manager.

For the "Hongkong and Shanghai Banking Corporation,"
JAMES GREIG, Chief Manager.

For the "National Bank of India, Ltd.,"
R. H. SANDEMAN, Actg. Manager.
Hongkong, February 21, 1876. f23

THEATRE ROYAL, CITY HALL.

UNDER THE DISTINGUISHED PATRONAGE OF HIS EXCELLENCY SIR ARTHUR KENNEDY, K.C.M.G., C.B.

THE French "OPERA COMIQUE TROUPE," lately of PARIS, LONDON, ST. PETERSBURG, NEW YORK and SAIGON, Will have the honour of giving their next Performance, on

THURSDAY NEXT,
February 24th, 1876.

LA ROSE DE ST. FLOUR,
OPERAETTE IN 1 ACT BY OFFENBACH.
Madame Doniani will take the part of "Tiorrette" and sing

"La Tirolienne des Canards."
BARBE BLEUE.
OPERA BOUFFE IN 2 ACTS BY OFFENBACH.
Accompanied by Mr. L'Anney Ophélie, Director.

Admission:—Dress Circle and Stalls, 4s; Back Seats, 3s. Doors open at 8 o'clock. Performance to commence at 8. Tickets may be had and seats secured at Messrs. Kraus & Co., also at the door of the Theatre on the night of Performance.

To-day's Advertisements.

FOR AMOY.
The Steamship "EMERALDA."
Captain THEBARD, will be despatched as above on WEDNESDAY, the 23rd Instant, at Daylight.
For Freight or Passage, apply to A. MAGG, HEATON & Co.
Hongkong, February 21, 1876. f23

SHIPPING.

ARRIVALS.

Feb. 19, James Wilson, British barque, 326, R. W. Pridoux, Newcastle (N.S.W.) Dec. 23, Coal.—CARLOWITZ & Co.
Feb. 20, Victory, British brig, 255, J. Whiting, Newcastle (N.S.W.) Dec. 23, Coal.—O'Brien.

Feb. 20, Okeops, British steamer, 383, Dryden, Shanghai Feb. 16, General.—ADAMSON, BELL & Co.
Feb. 20 (8 a.m.), Braemar Castle, British ship, 1425, Marshall, Saigon Feb. 16 (6 a.m.), RICE.—ADAMSON, BELL & Co.

Feb. 20, Candor Castle, British steamer, 1419, Craig, Saigon Feb. 16 (6 a.m.), RICE.—ADAMSON, BELL & Co.
Feb. 20 (8.30 p.m.), Maharajah, British steamer, 994, Stephenson, Bangkok Feb. 12 (11 a.m.), RICE.—SIEMSSER & Co.

Feb. 20, Lochiel, British schooner, from Whampoa.
Feb. 21, Charité, French barque, from Whampoa.
Feb. 21, Djennah, French steamer, 2418, Flambeau, Shanghai Feb. 18, Mails and General.—MESSAGERIES MARITIMES.

Feb. 21, Tanaia, French steamer, 1150, Reynier, Yokohama, Feb. 15, Mails and General.—MESSAGERIES MARITIMES.
Feb. 21, Rajah, British steamer, 369, Hansen, Swatow Feb. 20, Ballast.—Horsing.

Feb. 21, Lathley Rich, Amer. ship, 1827, R. T. Lewis, Yokohama Feb. 5, Ballast.—VOZEL, HAZEDON & Co.
Feb. 21, Hailong, British steamer, 271, J. C. Abbott, Amoy Feb. 13, Mails and General.—DOUGLAS LAFRAIE & Co.

Feb. 21, Gunga, French steamer, 791, Garreau, Manila Feb. 18 (2 p.m.), General.—REMBEDOS & Co.
Feb. 21, Yangtze, British steamer, 783, Schutte, Shanghai Feb. 13, General.—SIEMSSER & Co.

Feb. 21, Sir Harry Parkes, British ship, London Sept. 7, General.

DEPARTURES.
Feb. 20, Fuyee, for Canton.
Feb. 20, Haydamack (Ru. cor), for Manila.
Feb. 20, Douglas, for Swatow, &c.
Feb. 20, Yungching, for Swatow, &c.
Feb. 20, Penguin, for Saigon.
Feb. 20, Liberator, for Manila.
Feb. 20, Augusta, for Whampoa.
Feb. 20, Dora, for Sual.
Feb. 20, Craig Lee, for London.
Feb. 20, Cap Horn, for Rajang (Borneo).
Feb. 20, Orinader, for New York.
Feb. 21, Numa, for Cooktown.
Feb. 21, Morning Star, for Bangkok.
Feb. 21, Young Siam, for Bangkok.
Feb. 21, Asia, for Saigon.

CLEARED.
Norma, for Swatow.
Signal, for Valparaiso.
Novelly, for Melbourne.
Montgomeryshire, for Saigon.
Success, for Bangkok.

PASSENGERS.
ARRIVED.—Per Victory, Mrs. Whiting.
Per Braemar Castle, 20 Chinese.
Per Candor Castle, 3 Chinese.
Per Maharajah, 48 Chinese.
Per Djennah, from Shanghai: for Hongkong, Messrs. Forrest (Consul), Vinay, Gerard, Lind, Scott, Gore-Blyth, Blair, and 6 Chinese. For Saigon, Mr. Leguellec.
For Singapore, 1 Chinese. For Marseilles, Mrs. King and servant, and Mr. John Burr.
Per Tanaia, from Yokohama: for Hongkong, Mr. E. Halven. For Port Said, Mr. Lanyon. For Marseilles, Mr. and Mrs. Brunet, two children and servant, Mr. and Mrs. Trachtenberg and 4 children. Messrs. Bernard Haron, J. Walker, and Thomas Brown.
Per Rajah, 180 Chinese.
Per Hailong, Mr. R. Pye, 6 European deck, and 50 Chinese.
Per Gunga, from Manila, Mr. and Mrs. M. G. Smith and family, Capt. Lull, Messrs. T. Battagay, Waghorn, Lutz, F. B. Pyciano Paterino and family.
Per Yangtze, Mr. J. Sharp, and 56 Chinese.

DEPARTED.—Per Douglas, for Swatow, Mr. E. Horton; for Amoy, Mrs. Hama, one European deck, and 80 Chinese.
Per Yungching, for Swatow, 10 Chinese; for Fochow, 34 Chinese.
Per Numa, Mr. Blair, and 311 Chinese.
Per Asia, 20 Chinese.

SHIPPING REPORTS.
The British barque James Wilson reports had strong N.E. winds first 14 days, S.E. from lat. 15° S. to 10° S., thence light airs and calms to the Equator, which was crossed on the 28th January, in long. 167° 30' E. Had strong N.E. trades to the Bashee Channel, thence fresh monsoon crossing the China Seas until the 17th, when we were becalmed in a dense fog for 20 hours, thence to arrival fine weather.

The British steamer Cheops reports: experienced thick weather with strong N.E. winds until off Fochow, thence to port strong Northerly winds with overcast sky. Passed a steamer on Friday morning, and one on Saturday morning, both bound N.

The Brit. str. Braemar Castle reports fine weather until reaching lat. 20° 33' long. 111° 15', thence to port strong N.E. winds.

The British steamer Maharajah reports: fine weather up to Saturday the 19th, when experienced fresh N.E. winds. The str. Cheoit left Bangkok for Hongkong on the 14th at 6 p.m.

The British steamer Rajah reports: had moderate winds with thick drizzling weather.

The American ship Lathley Rich reports: first part moderate W. and S.W. winds to Island of Botal Tobago Pass. Then had three days strong N.E. winds with thick weather. Off South End of Formosa, sighted a brig bound to Eastward.

The French steamer Gunga reports: thick weather throughout.

The British steamer Yangtze reports: had strong N.E. winds till noon on 21st, then N.N.W. winds. The whole of passage thick weather.

The British steamer Hailong reports: from Amoy to Swatow experienced a severe N.E. gale, with dark cloudy weather and high sea. From thence to port moderate E.N.E. and N.E. winds and cloudy weather. On morning of the 20th off Bessaker Point passed the str. Ocean bound North,

off Tongmi passed the Lee Yuen bound N. At Chonglai Point saw the str. Little Orphan at anchor inside the Point, on the afternoon of the same day passed str. Douglas and Yungching. In Amoy: Lapwing, Ariadne, and Leonor. In Swatow: Riga, Swatow, Ningpo and Hochung.
The Brit. ship Sir Harry Parkes reports: had strong westerly gales the whole way down channel. On Oct. 8th off Start Point carried away bulwarks on both sides of ship. Crossed the Equator Nov. 9th in 26° 45' W. after which had fine weather until passing the Meridian of Greenwich, when experienced a very severe gale from the N.W., the decks being continually full of water and ship labouring heavily. Had moderately fine weather the remainder of passage. Spoke the following vessels:—Oct. 26th ship Huntin Tower from Liverpool to Calcutta in Lat. 26° 40' N. and Long. 20° 40' W. Nov. 15th mail steamer Koodoo under sail from Glasgow to Cape Town 85 days out in Lat. 17° 48' S. and Long. 25° 40' W. Dec. 3rd Barque Sirica from Antares to Anjer in Lat. 23° 43' S. and 97° 46' E.

POST OFFICE NOTIFICATIONS.

MAILS WILL CLOSE:—

For SWATOW.—
Per NOENA, at 7.30 a.m. on Tuesday, the 22nd Instant, instead of as previously notified.

For SINGAPORE AND PENANG.—
Per CASSANDRA, at 2.30 p.m. on Tuesday, the 22nd Instant, instead of as previously notified.

For AMOY.—
Per EMERALDA, at 5 p.m. on Tuesday, the 22nd Instant.

For YOKOHAMA & HIOGO.—
Per COLUMBIAN, at 9.30 a.m. Thursday, the 24th Instant.

For COOKTOWN & SYDNEY.—
Per LYBEMOON, at 11.30 a.m. on Saturday, the 26th Instant.

MAILS BY THE FRENCH PACKET.—
The French Contract Packet DJENNAH, will be despatched on THURSDAY, the 24th Instant, with Mails to and through the United Kingdom via Marseilles; to Europe, Saigon, Singapore, Galle, Australia, New Zealand, Aden, Seychelles, Reunion, Mauritius, Suva, and Alexandria.

The following will be the hours of closing the Mails, &c.:—
Wednesday, 23rd.—
5 p.m. Money Order Office closes. Post Office closes except the NIGHT BOX, which remains open all night.

Thursday, 24th.—
7 a.m. Post Office opens for sale of Stamps, Registry of Letters, and Posting of all correspondence.

10 a.m. Registry of Letters ceases.
11 a.m. Post Office closes except for Late Letters.

11.10 a.m. Letters (but Letters only) addressed to the United Kingdom or to Singapore may be posted on payment of a Late Fee of 18 cents extra postage, until

11.30 a.m., when the Post Office Closes entirely.

ALFRED LISTER, Postmaster General.
General Post Office, Hongkong, February 10, 1876. f24

MAILS BY THE UNITED STATES PACKET.—
The United States Mail Packet OCEANIC, will be despatched on WEDNESDAY, the 1st March, at 3 p.m. with the Mails.

For Yokohama, San Francisco, the United States and the United Kingdom. The Post Office will be open for the reception of Ordinary Letters, Books, Newspapers, &c., until 2.30 p.m.

Letters can be posted on board the Packet from 2.30 p.m. to 2.50 p.m. on payment of a Late Fee of 12 cents in addition to the Postage.

The prepayment of the Postage to all the above places by this route is compulsory. Correspondence insufficiently prepaid will be forwarded by the English Packets.

Correspondence addressed to Yokohama, and the United States must be superscribed per Oceanic, and that addressed to the United Kingdom must be superscribed "via San Francisco."

ALFRED LISTER, Postmaster General.
General Post Office, Hongkong, Feb. 17, 1876. m1

MAILS BY THE ENGLISH PACKET.—
The English Contract Packet GOLOONDA, will be despatched with the Mails for Europe, &c., on THURSDAY, the 2nd March.

The following will be the hours of closing the Mails, &c.:—
Wednesday, 1st March.
5 p.m. Money Order Office closes.

5 p.m. Post Office closes except the NIGHT BOX, which remains open all night.

Thursday, 2nd March.
7 a.m. Post Office opens for sale of Stamps, Registry of Letters, and Posting of all correspondence.

10 a.m. Post Office closes except for Late Letters. Registry of Letters ceases.

10.15 a.m. Letters may be posted on payment of a Late Fee of 18 cents extra postage until

11 a.m., when the Post Office Closes entirely.

11.30 a.m. Letters (but Letters only) addressed to the United Kingdom via Brindisi or to Singapore may be posted on board the Packet on payment of a Late Fee of 48 cents extra postage.

11.50 a.m. Posting on Board ceases.

ALFRED LISTER, Postmaster General.
General Post Office, Hongkong, Feb. 18, 1876. m2

General Memoranda.
Wednesday, Feb. 23.—
Daylight.—Emeralda leaves for Amoy.
Daylight.—Hailong leaves for Swatow.
Amoy, Fochow and Tamsui.
Ly-on-moon leaves for Cooktown and Sydney.

Thursday, Feb. 24.—
Noon.—French Mail leaves for Ports of Call and Europe.
Noon.—Local Banks close for public business.
9 p.m.—Opera Comique at City Hall. Goods per Billon undelivered after this date subject to rent.
Hongkong, Feb. 21, 1876. f24

Friday, Feb. 25.—
Noon.—General Weekly Sale by Messrs. Lane, Crawford & Co.

MEMOS. FOR TO-MORROW.

Shipping.
Goods per Lord of the Isles undelivered after this date subject to rent.

Amusements.
9 p.m.—Concert at City Hall.

TO ADVERTISERS.

It is requested that all advertisements be sent, when practicable, by 4 p.m., to allow of the early issue of the paper.

The publication of this issue commenced at 7.45 p.m.

THE CHINA MAIL.

HONGKONG, MONDAY, FEB. 21, 1876.

THE first "iron horse" ever imported into China has had its first run, the little locomotive sent out for the Shanghai-Wusung railroad having been tried on the 14th instant over a section of the road, somewhat more than a mile in length, which has been completed. Let us hope that this somewhat small specimen of the mighty engine which has achieved such wonderful results in the Western world is the true pioneer of an effective system of railway communication in China. It is something that the first experiment has been successfully made. A French proverb says *C'est la première fois que ça va*, and the adage will be true if exemplified on this occasion. If no very wonderful harm results to the natives in the vicinity, the projectors of the railroad will have scored a clear point in their own favour. If native prejudices can be successfully overcome, a line connecting Shanghai with Soochow will in all probability soon follow. There would be nothing in such a scheme to alarm the official mind, the facilities thus afforded being local only. What the Chinese really dread is speedy communication with the capital, and time alone will overcome that dread; which is by no means ill-founded. An effective system of railroad will diminish speculation, squeezing and all forms of extortion by suffer accordingly. Well-wishers of China will rejoice to see that the thin end of the wedge of a mighty reform has been introduced into the Empire.

THE Moukden correspondent of the *Courier and Gazette* gives some interesting information respecting Russian progress in that territory. A French padre, he writes, "whose station is a long way to the North, informs us that Monsieur le Russe is feeling his way into the province of Manchuria, and that a station is being formed on this side of the Amoor. Russian officers have been making reconnaissance in China Proper, so it seems that the Great Bear is not satisfied with his restricted territory. Perhaps he wants to hold himself in readiness to strike a strong blow should occasion offer; at any rate, there would be no difficulty for him to take this Capital when once there is a good point d'appui." The other Shanghai journal gives us even more precise information. It states that "a military settlement is reported to have been formed by the Russians on the right, or Chinese, bank of the Heh Lung Kiang (the river Amur), in the neighbourhood of Saghalin Hotun, or Heh Lung Kiang Ch'eng, one of the principal towns of the province of Taitshai. A farther advance is said to be contemplated. The Manchou-Chinese authorities do not appear to have offered any opposition as yet, to this movement." If these items of news be true—and, as they confirm each other, though derived from different sources, we suppose them to have a good foundation—China has another trouble in store for her owing to the insatiable desire for fresh territory possessed by her nearest European neighbour. We have often alluded to Russian advances in China-wards, and there is nothing in the action thus reported to give rise to astonishment on the part of those familiar with her past history in Eastern Asia. Her claims to indemnity for the caravan destroyed by Chinese troops a few years since are evidently about to take a very practical form, and China may well tremble as she watches the gradual approach of her troublesome friend. Never in fact was the empire in greater straits than at this moment; and the fatuity seems incomprehensible which refuses to keep on good terms with England, Germany, and France, while the Russian bear has been year after year appropriating fresh slices of her territory. We are not Russo-phobists. Russia has a fine part to play in the civilization of Central and Eastern Asia, but she has advanced her borders near enough to the Chinese frontier, and should learn that she must refrain from further annexation. We cannot help thinking that the first serious foreign trouble China will have—serious, that is, in view of the fact that it will menace her territorial possessions—will arise on the part of Russia. China, if she be wise, will be warned in time. Its Western provinces are already beginning to feel the touch of Russian dominion, and Mongolia and Manchuria will ere long suffer the same fate if she persists in shutting herself off from general European sympathies.

THE judgment delivered by Sir John Stale and Mr. Justice Snowden in the case of "Trustees of Augustine Heard & Co. versus Benescke, Souhay & Co.," will probably commend itself to the

common sense of the community, hard as the result may be to the latter firm. The general body of creditors will gain by the decision (if it is not reversed on appeal), and substantial Justice will thus be ensured, at the expense of the individuals, indeed, but in strict accordance with the principles of equity. The case was very simple. Messrs. Heard & Co. entered into partnership with Messrs. Benescke, Souhay & Co. in regard to certain speculations; and for the purpose of providing funds the latter gave the local firm credits for double the amount which would be needed to carry out the arrangement. These credits between the parties were simply available for £20,000. But between Messrs. Benescke, Souhay & Co. and third parties they could be realized on to the extent of £40,000 in place of £20,000. Messrs. Augustine Heard & Co. invested the first £20,000 as directed, but finding themselves under monetary pressure, they took advantage of the credits to obtain £20,000 in cash, with which they succeeded in quieting some of their Chinese creditors, whose *futures* support might be very useful. Whether this preference of Chinese creditors was fraudulent in a technical, or any other, sense, we do not pretend to say. There may have been pressure; but pressure or no pressure, it was doubtless to the advantage of Messrs. Augustine Heard & Co. to oblige those who, if they started again, could do them much good or harm. The local firm therefore raised on these credits £20,000 in cash, in direct contravention of the agreement between themselves and Messrs. Benescke, Souhay & Co. To secure the latter certain mortgages were prepared by Mr. Albert Heard in person, and executed before a notary public (the contents being at the same time concealed from the notary's knowledge), which mortgages were deposited in a sealed packet only to be opened upon the receipt of express instructions. These instructions, which directed the registration of the deeds and the handing of them over to the solicitors of Messrs. Benescke, Souhay & Co., were received immediately before the declaration of the bankruptcy of Messrs. Augustine Heard & Co. The question before the Court was, therefore, were these mortgages what the law terms "fraudulent," i.e., did they prefer the interests of a particular creditor to the disadvantage of the general body?

Both judges agreed that their execution was technically a "fraudulent preference," the deeds having been made in contemplation of bankruptcy. There was no pressure from creditors, and the deeds were made spontaneously by Mr. A. F. Heard, under instructions from his partner in America, without the knowledge or even consent of the mortgagees to be benefited by their validity. And they were not to be registered (in the land office) unless bankruptcy intervened. As we have said, the decision arrived at is undoubtedly morally correct; and as law is (theoretically) but a public exposition of morality, both being based upon the same foundations, it must be right legally. The question will very probably go to appeal. But we shall be surprised if the decision we tonight publish is upset. Upon one point only we have our doubts. In view of the very peculiar way in which the consideration for the deeds was obtained by Messrs. A. Heard & Co. (the expressed consideration being wholly fictitious, inasmuch as they were defined as money lent to the firm, while in reality Benescke, Souhay & Co. had no intention whatever of lending the sum)—it certainly seems to us that it was almost unnecessary for the Chief Justice to insist so strongly upon the absence of moral guilt on the part of Mr. Albert Heard. In plain English, if a mercantile clerk were to appropriate an amount of money, committed to his charge for totally different purposes, to his own use, and then offer a lien upon property which might turn out to be worthless as security for his misappropriation, he would be called "names," and mayhap be ordered to repay, in monthly instalments from his salary, the sum so misused. It seems that one only has to make such operations extensive to secure both impunity and commendation. The moral is not a very suitable one for any commercial community—certainly not for Hongkong.

THE SPIRIT OF THE MORNING PRESS.

THE Press adverts to the support given by the foreign representatives at Peking to the German claims in the *Amoo* case. Whether the Chinese Government, it says, have demurred to the terms proposed, and the German Representative has been compelled, in consequence to threaten them, we are, of course, unable to say, but it is by no means improbable. The demands of Germany are sure to be just and reasonable, and it is not likely that they will be moderated to suit the ideas of the Peking Government. England has a similar little bill to present on account of the *lorcha Mandarin*. It is a duty we owe to other foreigners as well as ourselves not to suffer these piratical acts to go unpunished.—Referring to the losses of the *Warphis* and *Gaith* trading ships by fire, it says these occurrences are not altogether without their local application. "Petroleum" or paraffin as it is called by some, is much used in this Colony, owing to the high price of gas, and is imported in large quantities. If a ship laden with this highly combustible and dangerous oil unfortunately happened to take fire when in the Harbour, what means have the Authorities of extinguishing

SUPREME COURT.

Wednesday, February 16th, 1876.
IN FULL COURT.

IMPORTANT DECISION.

WHITTALL AND ANOTHER V. BENECKE,
SOUHAY AND COMPANY.

Judgment in this case was delivered by the Judges to-day.

In this suit the Hon. James Whittall and Theophilus Gee Linstead, describing themselves as being trustees of the estate and effects of John Heard, Augustine Heard, Albert Farley Heard, Robert Inglis Fearon, and Charles Edward Parker, lately trading in copartnership in Hongkong, China, Japan and the United States of America as merchants, and general agents under the style of Augustine Heard & Co., under and by virtue of a certain deed of assignment made and entered into by and between the said Trustees of said firm and their co-creditors bearing date the 19th April 1875, under the provisions of the Bankruptcy Ordinance 1864, are plaintiffs; and Charles Victor Benecke, Henriette Elizabeth Benecke, Otto Auguste Benecke and Ernest Charles Benecke, carrying on business in copartnership in the City of London as Bankers under the style or firm of Benecke, Souhay & Co., and by amendment, W. H. Boreton, a Trustee named in the last of the mortgage deeds, are defendants.

The prayer of the plaintiffs' petition is that certain Deeds eight in number being assurances by way of mortgage by Augustine Heard & Co. to the defendants, dated respectively three dated 2nd February, three dated the 24th February and two the 13th of April 1875, may be declared void and may be ordered to be set aside.

The plaintiffs alleged that these several deeds were fraudulent preferences by Augustine Heard & Co. against the provisions of the statutes of Elizabeth, and against the provisions of the Bankruptcy Ordinance 1864.

The case came on and was heard on November 26th, November 28th, November 29th, December 1st, 2nd, 6th, 8th, 10th, 11th, 13th and 15th, 1876, and at the desire of the Court on February 7th, 1876, before the full Court without a jury.

Mr. Haylar, Q.C., and Mr. Handley, instructed by Messrs Caldwell and Boreton, appeared for the plaintiffs. The Attorney General, the Hon. Mr. Brampton, and Mr. Kingsmill, instructed by Messrs Sharp, Fuller and Johnson, appeared for the defendants.

The facts and circumstances appear from the admissions in the pleadings, and from 37 exhibits, and from the *oia voce* examinations of two members of the firm of Augustine Heard & Co., their Bookkeeper and other witnesses.

JUDGMENT BY HIS HONOR MR. JUSTICE SNOWDEN.

The Hon. Mr. Justice Snowden delivered his judgment as follows:—

A joint statement of facts as found by the full Court in this case has been prepared, and is brought into Court and is taken as read, so that it is not necessary to refer to them particularly. I therefore propose only to state the grounds of my decision as briefly as I have found it to be possible consistently with clearness. The different questions of law raised by the learned counsel on either side have been treated as matters, that seeming to be the most convenient course to follow.

I do not propose to decide what the precise legal definition of the arrangement entered into between Messrs Augustine Heard & Co. and the defendants, Messrs Benecke & Co., should be. I find that a fund amounting to £300,000 was (by the letters of April 10th and August 26th, 1874, or the command of a credit to that amount) placed by the defendants in the hands of Messrs Augustine Heard & Co. for certain special purposes, and on certain fixed terms. One of these terms was a division of profits and losses. So Messrs Benecke, Souhay & Co. provided the capital to carry on certain exchange and loan-advance operations as they may be termed, whilst Messrs Augustine Heard & Co. contributed local experience and knowledge in the manipulation of capital on the terms of profit and loss. Mr. Justice Lindley in his work on partnership, p. 19, says that "he is not aware of any case in which persons who have agreed to divide profit and loss have been held not to be partners."

In the present case the question of partnership in profits and losses could only extend to £300,000 advanced under the three first credits for £10,000 each. The two last credits for £10,000 each forwarded to Messrs Augustine Heard & Co. in a letter from defendants, dated Nov. 6th, to take the place of credits which had expired or were believed to be about to expire, could not, I think, be included in the partnership capital—if partnership there was—as the agreement limited the capital to £200,000 at any one time, and these two last credits were used not only without the sanction but in defiance of the express instructions of the defendants and of the agreement made by Augustine Heard & Co.

Without deciding it is necessary to refer to this point because if the agreement was one of partnership and an account must be taken—then to the extent of £30,000 minus the £7,000 more or less remitted—it is doubtful if there was any debt for which the defendants could prove in Bankruptcy before an account had been taken and a balance found to be due in respect of which their assets would count under the Deed of Assignment.

If, on the other hand, it was merely an advance, then on misapplication of the proceeds of the letters of credit an immediate debt might accrue or as none of the bills drawn under these credits were accepted by the defendants until after the date of the registration of the deed of assignment—a debt may have been created in future—or at any rate an inchoate liability.

This subject will be treated of at greater length by and by.

This affects the question of the various considerations for which the mortgage deeds were given, as they are recited to consist of past debts and present advances, and it was argued by the learned counsel for the defendants that the use of the two last credits, ratified by the defendants, amounted to a present advance which would support the more infirm consideration of an antecedent debt.

The next question for consideration is the effect of the manner in which the

deeds of February 2nd and 24th were prepared and executed.

Now it is shown that these deeds were prepared in secret, and executed by the grantor Mr. A. F. Heard only, the defendants the grantees being absolutely ignorant that such documents had been made in their favour until some time afterwards. It was argued that such documents are not to be considered deeds capable of conveying any interest in property at all.

But many cases show that deeds made in a similar way and executed by the grantor alone, and even retained under his own control, may be effectual instruments to pass property.

The law is now settled that the question is one of intention. *Wickham v. Xenos*, L. R. 2 H. L. C. 1, is one of the latest authorities on the subject and refers to all the most important previous decisions. Mr. Justice Blackburn says, "No particular technical form of words or acts is necessary to render an instrument the deed of the party making it. The mere affixing of the seal does not make it a deed, but as soon as there are acts or words sufficient to show that it is intended by the party to be executed as his deed presently binding on him, it is sufficient." He goes on to say, "And it is clear from the authorities as well as from the reason of the thing that the deed is binding on the obligor, before it comes into the custody of the obligee, may, even before he knows of it." Whether if the crisis had passed these deeds would ever have reached the defendants, Messrs Benecke it is unnecessary to speculate, as in the end they were placed in the hands of defendants' agent as deeds passing the property.

This case supports the older cases cited in argument *Exton and Scott*, 6 Sim. 31; *Hall v. Palmer*, 13 L. J. Ch. 552; *Fletcher v. Fletcher*, 13 L. J. Ch. 66. Some of these are stronger cases than the one at present under consideration, because the deeds never passed out of the custody of the grantors, and were only found amongst their papers after death.

So Mr. A. F. Heard, when he executed these deeds for himself and his partners whose powers of attorney he held, conveyed to the defendants the legal estate in the property comprised in the schedule.

It is admitted that the various considerations recited in the deeds were entirely fictitious unless the use of the £200,000 drawn under the two last credits can be held to be a present advance; and the funds obtained under the three first formed an antecedent debt; but under the circumstances the defendants could not be, I think, prevented from showing any good consideration really existing, and if necessary a Court of Equity could reform a conveyance in this respect.

These six deeds of February 2nd and 24th were kept entirely secret. Now secrecy is not a proof, but one of the signs of fraud; and they were not registered within one month from the date of execution.

This brings me to the next objection made by Mr. Haylar, which is—Are these deeds void as against the Trust deed, not having been registered within one month of the date of their execution, and the Trust deed having been so registered?

The Registration Ordinance is permissive. Deeds, etc., may be registered, and priority is given according to the respective dates of Registration. If deeds, etc., are not registered at all, then the Ordinance makes them void against subsequent *bona fide* purchasers, or mortgages for a valuable consideration. The Trustees under the deed of Trust are such purchasers *bona fide* and for a valuable consideration.

It is not easy to say what the meaning of Section 4 can be. It seems to me that the intention of that Section is to preserve the priority of a deed according to the date of its execution which though executed before is registered after another deed within one month from date.

The six deeds in question were all registered on April 14th, whilst the Trust deed was not registered before April 23rd. They would therefore in my opinion have priority. The same question does not arise with respect to the two deeds of April 13th, as they were registered within one month of their execution and before the Trust deed.

These eight deeds the plaintiffs now seek to set aside, as made by way of fraudulent preference, as amounting to acts of Bankruptcy, and as voluntary deeds void under 27th Eliz.

These questions may be considered together. If these deeds are void under the act of Eliz., they will be void in Bankruptcy, although the converse of the proposition does not hold good.

Now the Bankruptcy Ord. No. 5 of 1864, is composed of provisions borrowed partly from 12th and 13th Vict., Ch. 126, and partly from the 24th and 25th Vict., Chap. 134.

Section 98 of the Ord., following Sect. 126 of 12 and 13 Vict., Ch. 126, enacts that if any bankrupt being at the time insolvent shall (except upon Marriage of any of his children or for some valuable consideration) have conveyed, assigned, or transferred to any person any Hereditaments, Offices, Fees, Annuities, Leases, Goods or Chattels, etc., the Court may order the same to be sold and disposed of for the benefit of the creditors under the Bankruptcy. By Sect. 167 of the Ord., which is a verbatim copy of Sect. 186 of 24 and 25 Vict., Ch. 134, it is provided that after the Registration of Trust Deeds described in previous Sections, 163-165, the Debtor, certain Creditors and Trustees &c. shall have the benefit of and be liable to all the provisions of the Ord. in the same or like manner, as if the debtor had been adjudged a Bankrupt, and the creditors had proved, and the Trustees had been appointed creditors assigned under such Bankruptcy.

But it has been decided with reference to Sect. 98 of the Ord. (Sect. 126 of 12 and 13 Vict., Ch. 126) that conveyances voidable under that Section must have been made also in contemplation of Bankruptcy; *Morgan v. Brundrett*, 6 B. & A. 286.

Moreover, Sect. 106 Ord. protects conveyances made *bona fide* to purchasers without notice of a previous act of Bankruptcy, except conveyances and equitable mortgages made or given by any bankrupt by way of fraudulent preference. The result therefore is that, even if good under the Statute of Elizabeth conveyances made by way of fraudulent preferences and in contemplation of Bankruptcy will be voidable. *Newham v. Stevenson*, 20 L. J. P. 111. Were these deeds then being made when the firm of Aug. Heard & Co. was hopelessly insolvent made for a good consideration, and were they transactions *bona fide* made and entered into and not by way of fraudulent preference—nor in contemplation of Bankruptcy? I have no doubt that they were voluntary. There is

no suggestion that there was the least pressure on the part of the defendants, who little knew that their two last letters of credit had been used at all, much less that they had been applied to pay off Chinese creditors. There was not even a request nor any previous agreement nor any obligation to make them. The agreement entered into by Aug. Heard & Co. to cover the bills drawn against credits was to do so by remitting good bills on London. A mortgage of realty was never contemplated. And such was the meaning of the demand for "cover" contained in the letters from the defendants March 10th, a term which has been invoked in aid of the argument of demand or pressure made in respect of the deeds of April. This request for cover arrived long after the deeds of February were made.

It will be here convenient to quote Lord Hatherley's language in *ex parte Tempest*, L. R. 6 Ch. App. p. 74. He says, "The principle is that in order to constitute a fraudulent preference the act must be a spontaneous act of the debtor not bona fide originating in a demand or some other step of the creditor." These words exactly apply here.

In the next place were these deeds made by way of fraudulent preference?

I do not attach much importance to the fact that Mr. A. F. Heard was anxious to keep these deeds secret, and that he did not register them in the land office under the Ordinance 3 of 1844. The Ordinance does not require it. Such an obligation would not be reasonable as it seems to me, as it might involve in Bankruptcy any merchant who in a state of mere temporary embarrassment, raised money on the security of household property or laid. Besides the deeds were practically in the hands of the grantors themselves. Their very existence was unknown to any one else, and they could always be registered in time to obtain priority over any other deed. It is equally true that if the emergency had passed they could be suppressed altogether.

But the secrecy of the transaction, the manner in which the deeds were prepared, not by Mr. Boreton, the retained Solicitor of the firm but by the grantor, the execution before Mr. Boreton as a Notary Public, the anxiety displayed by Mr. A. F. Heard that the contents of the deeds should not be seen, the deposit in a sealed packet, are facts which throw great light on the intention of Mr. A. F. Heard in creating the securities, and the question of the contemplation of Bankruptcy.

In the perfectly voluntary nature and in the secrecy of these deeds we have undoubted elements of fraudulent preference. But that is not enough; a man has a right to give a preference to a creditor, and as has been remarked may be said to do so in every mercantile transaction where he pays one creditor before others. *Holborn v. Anderson*, 6 T. R. 235. The law, however, says that he must not do so in contemplation of bankruptcy.

Contemplation of Bankruptcy has been defined by many Judges in many cases in various ways.

In *Poland v. Glynn* cited in the notes to *Flook v. Jones* 4 Bingham, Mr. Justice Bayley says, if it was probable that a bankruptcy would ensue, then it may be predicted of him that he (the Bankrupt) contemplated it.

In *Morgan v. Brundrett*, 5 B. & A. 286, Mr. Justice Parkes says, "The meaning of those words I take to be that the payment or delivery must be with intent to defeat the general distribution of effects which takes place under a commission of Bankruptcy."

Another definition given by Chief Justice Tindal in *Gibson v. Boute*, 3 Scott p. 223, is quoted by Lord Justice Knight Bruce with approbation in *ex parte Simpson* 1 De M. & G. p. 19. "Where a party is in no hopeless state of insolvency that he cannot reasonably expect to avoid Bankruptcy though he chooses to fight it off as long as possible, I cannot look upon a payment made by him voluntarily to a favoured creditor, in any other light than as a payment calculated and intended to defeat the Bankruptcy of the debtor."

Contemplation of Bankruptcy is an inference of a fact to be gathered from surrounding circumstances without any proof that a distinct act was in view. *Aldred v. Constable* 4 Q. B. 674; and it is a fact which depends upon the mind and intention of the Bankrupt at the time; *Gibson v. Boute* *Sup.*

Now on February 2nd, Mr. A. F. Heard was the sole partner here and letters he received from his brother, Mr. John Heard, the partner resident in America, have been put in evidence, and to them we must look for light on this point, for there can be no doubt that Mr. A. F. Heard acted on the advice contained in them. They seem to me to breathe the very spirit of fraudulent preference. They express vividly the critical state of the firm and the alarm of the writer, and I cannot conceive that that anxiety and alarm did not extend to Mr. A. F. Heard in Hongkong. The letters describe the interview of the writer with his solicitor, Mr. Ward, repeat his advice, give urgent directions about the secret preparation of deeds setting Messrs Baring & Co. They are to be executed before a notary public in such a way that the contents may not be seen by him—placed in a sealed packet, deposited with agent—and finally "when suspension becomes inevitable they are to be registered."

The whole burden of Mr. John Heard's letters, as well as the telegrams produced, is "secure Messrs. Baring & Co., use clean credits," but execute mortgage to cover bills drawn under them.

And all these instructions Mr. A. F. Heard carried out in respect of the defendants' "clean credits." From the 25th to 30th January he exhausted them. I have no doubt, he proposed the deeds of Feb. 2nd and 24th to secure the defendants, whose money he had used. He himself says so in the letter included in the sealed packet containing the mortgage deeds, and placed the matter beyond doubt, as it seems to me. He says, "I beg to recapitulate the steps we have taken to guard you from all possible loss from the use of your clean credits."

What can this mean but that these mortgages had been executed to protect the defendant from loss in case of the failure of the firm? Why were they to be secured against if the firm continued business? Whom were they to be secured against except other creditors in case of failure?

That there may be no misapprehension and that no larger share of blame than is due may rest on Mr. A. F. Heard, I think it right here to repeat what has been often said before that the term "fraudulent preference" does not necessarily imply an offence against either honor or honesty. The act impugned may be a thoroughly moral and praiseworthy act as to our

debt, and yet, if it tends to defeat and delay the body of creditors, it is against the policy of the Bankruptcy laws, and so is said to be fraudulent.

The use of the two last clean credits cannot be defended, yet I hope and believe that Mr. A. F. Heard was acting on the advice of the solicitors at Boston, and considered that it was his duty to protect the defendants by these mortgages if he used their money.

In the course of the argument a very large number of cases were cited on the one side and the other, and from the judgments delivered by very learned Judges quotations were extracted bearing on the subject, more or less. But really each case rests on its own merits, and there are features in this case distinguishing it from any other I can find in the Reports.

The result is this, in my opinion; if these six conveyances being conveyances of a part only of the debtors' property had been made in consideration of an actual *bona fide* advance, then such a consideration would, I think, entitle to support the antecedent advances, and it would be difficult to take the case out of the range of the principles laid down in *Bittleston v. Cook*, 25 L. J. Q. B. 281; *Bills v. Smith*; *Mercer v. Peterson* L. R. vol. 2, Ex. 304 and 3 Ex.; *Ex parte Foxley* L. R. 3 Ch. App. p. 104; *In re Coleman* L. R. Ch. App. p. 129; and *ex parte Tempest* L. R. 6 Ch. App. p. 71, and *Whitmore v. Clardie* 38 L. J. Q. B. Ex. 87, in which conveyances and transfers of property have been upheld.

But in these cases we find either that there was some previous agreement to give security, or that the conveyance was made to secure past and present or present advances only, or that they were made under immediate pressure, or there is to be found some circumstance which takes the case out of the rules relating to acts of Bankruptcy.

The transaction here was very different, and it seems to me that these mortgages were given to secure preferred creditors, or perhaps rather creditors in future in respect of an antecedent liability, and to secure them in respect not of an actual present advance but of a previous misapplication of credits, because the proceeds of the credits had really been misapplied before the deeds were executed.

To call this an advance seems to me a misuse of language, even if the creation of the deeds and the use of the credits were contemporaneous. No doubt, when the defendants discovered that their credits had been drawn against, and the proceeds applied to purposes entirely foreign to those originally agreed upon, they made the best of it and accepted the securities imposed upon them by necessity, but in no true sense can it be fairly called an advance—and the subsequent acceptance of the mortgages was not a "ratification" in my opinion as was urged in argument.

I have already stated that the deeds were entirely voluntary. Moreover they were made to secure money used to enable Messrs A. Heard & Co. to pay favoured creditors, the Chinese creditors at Canton and elsewhere, not to enable them to carry on their business as was the case in *re Coleman* L. R. Ch. App. p. 129, and so the tendency was to defeat and delay the general body of creditors, and this is an act of Bankruptcy. In *re Coleman* L. R. 1 Ch. App. by Lord Cranworth, says after remarking on the policy of the 12 and 13 Vict. C. 106 sec. 67, "a very reasonable qualification has been introduced that the assignment to be fraudulent must be made not for the purpose of raising money to enable the trader to go on with his trade but for the purpose of paying some favoured creditor or making some payments to all his creditors otherwise than through the Bankruptcy Court. In either of these cases it is an act of Bankruptcy."

Three elements of fraudulent preference as laid down in *Griffith and Holmes* are as follows, (p. 428, following *Bourne v. Graham*, 2 Jurist N. S. 1225.) 1. Contemplation of the event is not essential as has been held frequently. 2nd, distribution *proprio modo* by Bankruptcy. 3rd, a distribution different from that which would be made by the Court of Bankruptcy.

This is a fair description of some of the essential ingredients of a fraudulent preference, and all are to be found in this case. Even if there had been no existing debt there was one likely to accrue on the acceptance of the bills, and if these deeds were made with the intention that should have been secured to the defendants, the case of *Brown v. Kempton*, 19 L. J. C. P. 169, is an authority that such would be a fraudulent preference.

Next as to the deeds of April 13th. Mr. Parker had then become a partner, and acting under instructions from Mr. A. F. Heard who had then reached London directed Mr. Boreton and Mr. Toller to prepare deeds giving the defendants further security.

It is quite possible that Messrs Benecke pressed Mr. A. F. Heard for further security, but there is no proof of such a thing. All we know is that by a telegram from his partner, Mr. Parker is directed to have these deeds made and executed, and the mortgage deeds removed from the sealed packet and handed to Mr. Toller as agent for the defendants.

This transaction seems to me to be similar to the former one, that it was not voluntary and *prima facie* it was.

There is no evidence that it was not voluntary, or rather cover all the remaining interests of the debtors in the property conveyed, and it cannot be doubted that Mr. Parker felt sure that a stoppage was imminent. Mr. A. F. Heard instructed Mr. Parker "to record" the mortgages, and Mr. J. Heard had before given Mr. A. F. Heard these instructions, "when suspension inevitable occurs." Can it be doubted that bankruptcy was contemplated, with such a mass of debt "suspension" could only mean bankruptcy, or its equivalent.

Besides within two days the stoppage of Messrs Fearon & Co. in London was telegraphed out there. The intimate business relations existing between that firm and Messrs Aug. Heard & Co. renders it extremely difficult to believe that Mr. A. F. Heard did not know of the approaching failure of Messrs Fearon & Co., which implied necessarily their own failure.

Mr. Parker says "When Messrs Fearon stopped it became necessary for Aug. Heard & Co. to stop too." They were our agents in London, a large amount of bills were running on them."

Mr. Parker, who became partner on Feb. 12th, seems to have joined the firm of Aug. Heard & Co. when in desperate circumstances from no prospect of advantage to himself, but from a generous wish to

help in the hour of need a firm with which he had been connected for many years in a subordinate capacity, and in which his uncle had formerly been a partner.

It may here be observed that after he became a partner and had examined the accounts he told Mr. A. F. Heard that they required £20,000 to get through their difficulties, and this was after the two credits had been used, not before as was argued. There seems to have been a vague hope that this sum would reach them from London or Boston, but there can have been no *bona fide* belief that it would.

Next was there an Equitable Mortgage by deposit of the deeds?

Mr. Parker handed the mortgage deeds to Mr. Toller as agent for the defendants, and Mr. Toller very naturally and properly demanded the title deeds which were placed in his custody by Mr. Parker.

It was argued that even if the mortgages were bad, this was a deposit of title deeds amounting to an equitable mortgage.

It nowhere appears that Mr. Toller demanded these deeds as a deposit by way of mortgage, but merely as accompanying the title deeds in the completion of the title. The intention to create an equitable mortgage must be clear. If deeds are placed in the hands of an attorney, until a mortgage deed is prepared, as a security for money previously advanced, such a deposit would form an equitable mortgage until the deed is executed. *Kays v. Williams* 3 T. & C. 55. But if placed in his hands merely to enable him to prepare a mortgage deed, it would not be an equitable mortgage.

There must be some understanding or agreement or something said or done to create an equitable mortgage by deposit of deeds and there is nothing of the kind here.

We now come to the deed of assignment made and executed on April 19th and registered on the 23rd. It was prepared on instructions from Mr. Parker. The deed purports to be made by and between Aug. Heard & Co., the plaintiffs as trustees, and the creditors. It was executed by the plaintiffs, and Mr. Parker for the firm, his authority to do so being admitted, but not by any creditor. It is a common form. It conveys all the estate of the debtors to the Trustees, and contains the usual release.

The assents of Messrs Baring & Co. and the defendants, the only secured creditors, were obtained by telegram. They are almost the same word for word. "We assent to deed allowing Heard resuming business provided our doing so does not compromise our securities, or our independent right of action respecting same."

The deed contains a corresponding provision. It was contended on the part of the defendants that they gave no assent to a deed which would from its nature be pre-clusive of Aug. Heard & Co.'s resuming business. Mr. Parker had at some meeting used the word "Resumption" which I have no doubt had reached and had been understood by the London creditors.

I do not think that the defendants contemplated such a deed as this, but I think that they did intend to assent to some sort of deed effecting an arrangement between Aug. Heard & Co. and their creditors, perhaps an inspectorship deed which would leave the property in the hands of Aug. Heard and Co. on the condition that their securities were not molested.

This seems to me to have been the condition of their assenting to any deed. But it has been always held that assents to a Trust deed of this kind must be unqualified and without condition. *Johnson v. Osenton* 38 L. J. Ex. 76, and *ex parte Rallings*, 32 L. J. Bank; *Horsfall v. The Swan Bank* and *Brick Works* 18 L. Times N. S. 409, are authorities on this point.

I think the assent here was conditional, and would not be a good assent to a Trust deed under Section 163, and if so it would be deducted from the sum total of assents. The same rule would apply to the assent of Messrs Baring & Co.; and that too for the whole value of their securities, inasmuch as after many conflicting decisions (*ex parte Morgan* 32 L. J. Bank, p. 15 having been decided in the opposite direction by Lord Westbury), the cases of *Whittaker v. Lowe* L. R. Vol. 1 Eq. p. 74, and in *re Stark* L. R. 1 Ch. App. 150, are now conclusive that the value of the securities of secured creditors is not to be deducted.

Besides, the assents of holders of outstanding bills at the date of Registration of the deed had not been obtained, and they it has been decided (*Petrie v. Petrie*, L. R. 3 Ch. App. 232) are creditors having provable debts whose assent must be obtained.

But where owing to their absence in foreign countries or some other reason such assent cannot be obtained the provisions of Section 170 Bankruptcy Ordinance must have been complied with and notices given in the local papers. But this precaution had not been taken.

In view of the grave consequences of holding the Trust Deed to be invalid after much consideration, the Court under the powers conferred by the Code called on the plaintiffs to produce if possible further evidence that the requisite majority had assented, so as to make the deed binding on non-assenting creditors.

This was the course adopted in *ex parte Bawling* on appeal, no doubt under different circumstances, but we considered it applicable in this case.

The attempt was made and failed. It was found impossible to show that the holders of current bills had assented, and as I pointed out before, the provisions of Sect. 170 made to meet this very emergency had not been carried out.

This deed therefore does not comply with the 2nd requisition of Sect. 163, and is not a good deed under that Sect. as it was not proved that a majority of £ in value of the creditors had assented.

It is then utterly void and valueless. It is a deed registered in Bankruptcy, and so by Sect. 166 is receivable in evidence and ensures for the benefit of creditors assenting to it.

The cases of *Seymour v. George* 33 L. J. 281, confirmed in the Ex. Ch. 34 L. J. 187, *Ex parte Atkinson* L. R. Eq. Vol. 2 p. 736 which explains the apparently contrary view held in *Pearson v. Pearson* L. R. Ex. 308, and *Johnson v. Osenton* 38 L. J. Ex. 76 show that a deed though void under Sect. 163 may come within the scope of Sect. 165, and so be within the operation of Sect. 167.

This deed is a perfectly good deed at Common Law, and I have come to the conclusion that this is such a deed as comes under the operation of Sect. 167 and that the Trustees obtain under it all the powers of Assignees in Bankruptcy.

But it was argued that the defendants were not creditors until the bills drawn under the credits had been accepted. In point of fact, however, the defendants at the date of the Registration of the deed were actual creditors for a small sum about £300 in respect of losses on some joint dealings in tea. This being so they would be assenting creditors provided their agent Mr. Toller had any authority to sign at all.

As I have before remarked, I think there was authority given to sign a deed, but not such a deed as this was intended to be.

Is then the property conveyed by these mortgage deeds, eight in number, beyond the reach of the Trustees?

It was argued by the learned Attorney General that by the proviso in the deed of Trust protecting these securities the Trustees had waived their right to avoid these mortgages, and that they were good against the grantors Aug. Heard & Co., the Trustees were estopped from impeaching them. I cannot concur in that argument; it seems to me that the proviso must be held to have been intended to protect valid securities, but not to uphold any voidable as fraudulent preferences.

Could the clause be considered to have that meaning, I should be disposed to hold that it is so repugnant to the objects and tenor of the deed, which shows a clear intention that the estate should be administered as in Bankruptcy, that the proviso should be disregarded as inconsistent with the provisions of the Bankruptcy Acts—in the same way as inconsistent powers conferred by a similar deed were disregarded in *ex parte Spyers*, *re Josephs*, 32 L. J. Bankruptcy p. 62.

The Trustees have the same powers, rights and remedies with respect to the debtors and their estate and effects, and the collection and recovery of the same as are possessed or may be used or exercised by Assignees.

Now, if these deeds were fraudulent preferences they were acts of Bankruptcy, and so the title of the Trustees would relate back, Topping v. Keywell 32 L. J. C. P. 225. This case was followed by a very important case not cited in argument, but bearing very strongly on the present question, *Exley v. Inglis*, 3 L. R. Ex. 247. This is an authority that Trustees can take steps to avoid a fraudulent transfer of goods (or of securities, I suppose) made before the execution of the deed, without doing any act to avoid the transaction.

The same argument was raised here as in *Exley and Inglis* that the Trustees only take such property as the deed, the contract between the debtor and his creditors, gives them, and which was alone in their contemplation, namely the goods conveyed. In the present case the argument would be that the debtors having conveyed the property comprised in the mortgages to the defendants, they could not have intended to convey it again to the Trustees. But the doctrine laid down in *Topping v. Keywell* was upheld in *Exley v. Inglis*. The Chief Baron says, after pointing out that the Trust Deed (which is the one here) conferred on Trustees the necessary powers, that there are many good reasons why the rule ought to govern. "If no such power were possessed there would be nothing to prevent a debtor from assigning secretly a large part of his estate to favoured creditors, or those who were no creditors at all, and so deprive real *bona fide* creditors of the whole benefit of the deed which he subsequently executed." There is no other way in which an assignee can "effectually reach such property but by a resort to the doctrines of bankruptcy." Baron Martin concurs in the opinion that the Trustees could disclaim a fraudulent transfer.

The cases of *Marks v. Feldman* 5 L. R. Q. B. 276 Ex. Ch. and *Exley v. Inglis*, show that apart from the doctrine of relation back assignees may at any time avoid a fraudulent transfer.

I think therefore that these deeds were made when the firm of Aug. Heard & Co. were insolvent and were not made for a valuable consideration, and so under Sect. 163 may be disposed of by the Trustees for the benefit of the creditors, or as being fraudulent preferences and therefore must be

tion in *Pearson v. Pearson* appears to me have been confined to this, that an ass-

Deeds operated as acts of bankruptcy, and were void, at the suit of the plaintiffs.

(a) There is no evidence whatever that Parker when he executed the impeachment

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Men-of-war in Hongkong Harbour

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ing it, if the ship's pumps, as in the case of the *Golden*, were surrounded by flames?" It concludes by strongly urging on the authorities the necessity of providing a steam floating fire engine.

THE HONGKONG NATIVE PRESS.

The *Chinese Mail* publishes a translation of a letter which a well-educated Indian had written to the London *Times* from Brighton, protesting against his country being described as barbarous. "It gives a report of the meeting of the China Fire Insurance Company.

The *Chung Ngai San Po* (the Chinese issue of the *Daily Press*) has no editorial in this issue.

The *Universal Circulating Herald* comments on the ill-treatment of Chinese coolies in Ceylon and Peru. It hopes the mandarins will not be passive in devising means to rescue these unfortunate people.

LOCAL AND GENERAL.

We learn that the outward French Mail will leave Saigon to-morrow morning.

H. E. the Viceroy of Canton visited the Bokre Forts yesterday.

At the Peak the maximum temperature during the past week, was 64.0, the minimum 48.6; at the Harbour-Master's Office, the maximum was 67.0, the minimum 57.0. 0.04 inch rain fell.

A notice of notification is given in Saturday's *Gazette* that, unless the goods left in No. 32, Lower Lascar Row by Lan Chi are claimed within fourteen days, they will be sold by auction.

The *Gazette* also contains the "rule of the road" for the race days. It is well carried out as on the last occasion, the Colonists will have no cause to grumble.

The Namhoi Magistrate has been dismissed from office, for a serious affair that had taken place among some gamblers who set up their establishments in front of his yamen. The Canton Viceroy seems to be really in earnest in his desire to put down gambling.

In a Supplement, we publish at length the Judgment delivered by the Full Court on Wednesday, the 16th, in the case of Aug. Heard & Co's Trustees v. Benecoe, Soucheay & Co. The decision will, most likely, be appealed against. We have remarked on the case in another column.

It is a settled fact that the Chinese will form a trading Company to trade in England. The scheme has so far advanced that an experienced Chinaman, who has had a very good English education and who is now doing business in this Colony and Canton as a merchant and commission agent, has been engaged to proceed to England to represent the company, which will be shortly formed. Perhaps ere 1876 takes leave of us, we shall see two Chinese foreign-trading firms, one in England and one in America.

The 26th inst. is fixed by the Chinese for the erection of the Customs Station on the Patara Island. The Portuguese Government came yesterday to the determination to resist all attempts at violation of the Portuguese rights in the Macao waters. The forts have been got ready for any emergency; the Barra Fort especially is well garrisoned. A detachment of soldiers has been despatched to the other side of the harbour, and hostilities may begin at any moment, as there are three native gunboats in the offing.

As will have been noticed, two advertisements inserted in our Saturday's issue announced the settlement of the libel case in which the Chinese *Universal Circulating Herald* was concerned, by the payment of all costs on the part of the defendant, the insertion of the advertisements in question in all the papers, English and Chinese, of the Colony, and the further payment of \$25 to the poor box. This latter sum was handed over to the sitting Magistrate by Mr. Dennis, the Solicitor for the prosecution, this morning.

The quotation among the Chinese for bank notes was \$6.25 premium per mille last Saturday. It has fallen to \$6 to-day. Clean Mexican dollars were at \$12 premium on the 19th instant, but likewise shared in the decline. They now stand at \$11 per thousand. Sovereigns seem to have gone up, while silver goes down. \$20 gold pieces have advanced 6 cents each, being now quoted at \$20.25. Sovereigns are worth to-day \$5.05 each, being an advance of one cent over the quotation of Saturday. The high rate for gold is unprecedented in this Colony since its foundation.

By the O. M. S. N. Co's steamer *Lee Yuen*, which left the harbour last Saturday, the batch of successful candidates for the Chinese naval cadetships at the Foochow Ac-

ademy departed for the scene of their future career. The *Lee Yuen* was bound for Shanghai, but would call at Foochow on her way in order to land her juvenile passengers. Mr. Tong King Sing, the Chief Manager of the O. M. S. N. Company, who was commissioned, in conjunction with Mr. Wong Shing, to select the applicants from the Central School, accompanied the boys, to deliver them to H. K. Ting Yih Chang, the Governor of Fokien. The original intention was to have 30, boys but only 22, chiefly selected from the first three classes, were found willing to go. Two Chinese who had been in the service of the Hongkong Government have been engaged to be teachers in English to the boys before they are taught navigation.

The French Opera Comique Company had a good house on Saturday night, the chief attraction being the selections from *La Vie Parisienne*, and the evening's entertainment may fairly be said to be the best yet offered, as it was certainly the best received. The opening piece, *Le Violoncelle*, is a pretty little opera comique by Offenbach; and the *vaudeville* duet between *Father Mathieu* and *Reinette* was very amusingly rendered, and narrowly escaped an encore. The spoken dialogue was, as usual, most spiritedly carried on by the actors, and the whole piece went with that swing and ease which characterizes the performance of this troupe. The selection from *La Vie Parisienne* was capitally given, and when the limited resources of the company is taken into consideration, the success is more pronounced. M. Legros as *Roux de Gardes* sang well, and carefully, and his acting throughout was easy and natural, whilst M. Pontet as *Frick*, the shoemaker, (afterwards *The Major*), was exceedingly droll. Indeed, as the *Major*, his eccentricities were most mirth-provoking. Madame Doriani, who took the part of *Gabrielle*, the glove-maker (afterwards *The Colonel's Widow*), sang, acted and looked her best, and her rendering of the serio-comic song at the rehearsal of her assumed character was received with rounds of applause, compelling a repetition. Madame Doriani as *Metella* sang better than we have yet heard her, and her scene with *The Major*, who wants to measure her for a pair of shoes, was heartily applauded. The "Tyrolenne" in German was the signal for shouts of laughter from the German portion of the audience, and after the curtain descended, rounds of applause brought the actors on the stage again to repeat it. In fact, the entire performance was a complete success, the only fault perhaps being its comparative shortness. The conductor, M. L'Anney Céphas, accompanied and directed throughout, and the smoothness with which the selection was given was in no small degree owing to that gentleman's care and skill. We observe that the troupe will give their next performance on Thursday.

HONGKONG AND WHAMPOA DOCK COMPANY, LIMITED.

The following is the Report of the Directors to the Ordinary half-yearly Meeting of Shareholders, to be held at the offices of the Company, Club Chambers, Hongkong, on Monday, the 28th February:

GENTLEMEN.—The Directors have the pleasure to lay before you the usual half-yearly Statement to 31st December, 1875. The Gross Earnings of the Company for the six months amount to \$290,245.30, on which there is a net profit of \$30,907.87. There were \$11,892.09 carried forward last half-year to new account, and this sum with the profit just named makes now available \$42,799.96, of which the Directors recommended the following distribution, viz.:

A dividend for the half-year of 2 per cent., \$20,000.00; Bonus to contributing Shareholders, \$4,000.00; Directors' fees, \$2,500.00; Auditors' fees, \$250.00. Total \$26,750.00, leaving a balance to be carried forward to new account of \$16,049.96.

The Directors are disappointed with the small amount of net gain shown on so considerable a sum of gross earnings, and they are giving the working of the business very special attention with a view to a reduction in the cost of labour, and a greater economy generally in the Company's establishments. The Docks have so far this year been remuneratively employed, and the Directors consider prospects for the future are good, notwithstanding the keen competition with which the Company have to contend; and they hope to pay off a portion of the debt of the Company during the coming six months.

Directors.—Mr. R. Deacon resigned on leaving the Colony, and Messrs. A. Oliver and H. Hopplius retire from the Board by rotation, but offer themselves for re-election. Mr. G. B. Emory has been nominated to the seat vacated by Mr. Deacon, and his appointment has to be confirmed by the Shareholders.

Auditors.—The accounts have been audited by Messrs. Robinson and Blake-man. The former offers himself for re-election, and the latter having resigned, the Directors have nominated Mr. T. G. Linstead, subject to confirmation by the Shareholders.

Secretary.—The Directors have dispensed with the services of Mr. Robert Dunlop as Secretary, and appointed Mr. David Gillies.

W. KEWICK, Chairman.

Canton.

There was an attractive musical and dramatic Entertainment at Concordia Hall last evening, which was enjoyed by a full house; and the spontaneous applause of the audience attested the general appreciation of the capable and careful manner in which the

talented amateurs, in the respective departments of Music and the Drama, presented the results of their study.

The "Miscellaneous Minstrels" or "Chickadee" were led in the "Kinderphone" by a well-known Amateur of the Piano; who also gratified the audience with several separate airs, in a style and with a volume such as one can only liken to the articulation of an assemblage of mellow-throated birds singing in unison.

The "Sketch" entitled "Cupboard Love" was well rendered as a whole, as illustrative of the moral—don't trifle with poisons or heed appearances;—and the part of Sigmund Sprout, in particular, was made very effective by Mr. F. E. Aaron.

The second piece, a Farce entitled "An Ugly Customer," is very good of its class; and its moral, illustrating the tricks of tradesmen in adulterations, is timely and effectively presented. The several parts were well sustained last evening. That of the retired Grocer, greedy of gain, cowardly as mean, and arbitrary as selfish toward his daughter, was well conceived and acted throughout, by a German gentleman. That of the blustering Captain Snardragon was well personated and spiritedly acted by Mr. E. D. Silva; presenting the contrast of animal courage and the assumptions of the military caste, (but without high moral instincts), with the cupidity and cowardice of the tradesman. A resident medical practitioner took the less prominent part of the successful suitor for the Grocer's daughter. The female parts were admirably personated;—that of the daughter Sophia, by a young German gentleman;—that of the maid Mary, by a young Caledonian gentleman, who naturally realizes to his audience, in his acting, that he was born to play the part of the fair.

February 19th, 1876.

Manila.

SOOLOO MEMOS.

Don Estevan Balbas has given \$150 for the first individual act of bravery to be performed by any one below the rank of a commissioned officer—in its absence the amount to go towards defraying cost of the expedition.

Until further notice Manila, together with the seven adjoining provinces, have been proclaimed under martial law. The reasons given being various,—the actual cause, the fear that in the absence of the Captain General and the troops, some patriotic gentry may be pleased to get up a similar entertainment to the one now going on in Cuba.

The wife of the Captain General (the Marchioness of San Rafael) has subscribed \$1,000 towards the cost of the expedition, and will, with her family, accompany her husband as far as Zamboanga.

"Indescribable is the enthusiasm that has reigned all morning (Feb. 5) throughout the suburbs consequent on the departure of the troops for Sooloo.

"At 4 a.m. the streets under transit were all brightly illuminated and decorated with bright hangings and curtains as if a feast day, and such was the case—ones, when on which the arms of Spain once and for ever go to punish and humiliate the stupid haughtiness of the Sooloo Moors.

"Details are not within our present scope, the act of departure was solemn and grand. As the steamers left but one great cry was heard 'Viva España' from thousands of enthusiastic throats, a cry, that after our own adieu we re-echo with all our soul.

"The Commander in Chief, H. E. the Marquis of San Rafael in one of the launches from the Captain of the Port, embarked on board the frigate *Carmen* accompanied by a brilliant staff of officers—during the transit from the Palace to the Pier H. E. was cheered by the crowd collected to witness his departure. Military bands of music made the air gay with martial sounds, rockets were let off, bells rung, and in every possible way demonstrations of joy and hope have been shown that he may shortly return to us covered with laurels. May God guide him, and send him back to us, as he will also send back to us all the braves and heroes who accompany him, after having planted in the plains of Sooloo, the ensign of Christianity. With all our power we repeat 'Viva España!'

Police Intelligence.

(Both Magistrates sitting.)

Feb. 21, 1876.

MISCONDUCT AS A SERVANT.

Wong Aiook, a chair coolie to Colonel Moggridge, was charged with absconding himself from the complainant's service on the night of the 19th instant without leave. He did not return till 7 a.m. yesterday. The defendant stated that he had got a sore foot and had gone to get some medicine. Fined 10/.

A ROGUE AND VAGABOND.

Yu Asai, a boatman, was charged with following after drunken seamen with the object, it is believed, of robbing them. The defendant had been in goal before. Two months' hard labour.

LAUNDRESS.

Wan-Aping, a coolie, was sent to three months' hard labour for attaching a pocket-book from a Russian merchant who was

making purchases in front of a shop. The pocket-book contained \$1.

Chah Achin, boatman in the employ of Messrs. Lambrick, Atkinson & Co., was charged by Mr. F. R. Roger, with stealing a bottle of jolly, the property of the firm. This complainant saw a bottle of jolly hidden below a paint stand and thinking it was concealed there for the purpose of being removed, he allowed it to remain where it was in order to observe who would remove it. The prisoner was afterwards seen to go to the place and pick up the bottle which he then concealed under his jacket. The defendant said the coolie Yuen A. Lu, told him to put it aside, and to eat it with him. A boatman named Sung Aai was present and heard it. The two men in question were consequently arrested, but there was no evidence against them and they were therefore discharged. The prisoner was sent to four months' hard labour.

DRUNKENNESS.

The following cases of drunkenness were decided to-day:—

Henry Hall, carpenter on board British barque *Kirkland*, and William Starbary, seaman on board British barque *Corsair* were fined 50 cents each.

James Bremner, a private H.M. 28th Regiment, was fined 60 cents and ordered to pay 60 cents to a chair-coolie, for the damage to his chair.

S. Konasoff, seaman on board the Russian man-of-war *Pravdivik*, was fined \$2, and ordered to pay 10 cents chair-fine. He was very violent and knocked off the constable's pugre.

Sheik Abdoolah, a freeman unemployed, was fined \$2. He was chasing people in the street.

CORRESPONDENCE.

A COMPLAINT.

To the Editor of the "CHINA MAIL."

HONGKONG, Feb. 21, 1876.

SIR,—If you will allow me space in your paper, I should like to ask if any policeman were on duty at the Flower Show on Saturday evening; and whether any information can be given by them who the parties were that carried off a large portion of the vegetables, &c., the intrinsic value of which is nil, but in some cases presents may have been made of those things, and it is very annoying to find the articles feloniously taken away.

I have every reason to believe that this is not the first complaint, and in the case of Flowers I am given to understand that they are so broken, and out about that they are actually valueless after the exhibition; and no doubt this will deter many from exhibiting in future years anything of real value.

Yours &c.

AN EXHIBITOR.

China.

SHANGHAI.

(N. C. D. News.)

The M. M. str. *Djennah* arrived on 11th at Shanghai, having completed her repairs in Hongkong. On coming up the river, we learn, she fouled the *Menelaus*. The *Djennah* damaged two of her boats, and carried away an anchor from the blue-funnel steamer. The damage is considerable.

The annual meeting of the congregation of the Union Chapel was held on the evening of the 9th instant. The report showed that the total income of the year had been Tls. 2,802.98 and the expenditure Tls. 2,726.26, leaving a balance in hand of Tls. 76.72. Besides this, there exists a special fund "reserved to provide for the expense of the return of the Rev. James Thomas and his family to England," amounting to Tls. 716.86. The Treasurer complains that he had experienced some difficulty during the year in collecting sufficient funds to meet the expenditure; and had it not been for the liberal response which was made to his application for extra subscriptions, there would have been a balance on the debit side. The difficulty, however, must have been very transitory, as we hear that a project is on foot for building a new Chapel in some more convenient situation and, if possible, on better acoustic principles than the present one, which leaves much to be desired in both respects. Dr. Johnston, Dr. Winn, and Messrs. Chrysalis, MacGregor, Olyphant, Penfold, Seaman, Twombly and Wylie were re-elected a Committee for the current year.

The annual meeting of subscribers to Trinity Cathedral, was held yesterday (11th) afternoon, at H.B.M.'s Consulate. There was but a limited attendance, and the business was merely formal. The accounts showed that, at the beginning of the year, the balance of the Treasurer's account was Tls. 8,234.12, which had been reduced to Tls. 1,886.01, on the 31st December, chiefly by the amounts written off by the representatives of several subscribers to the Paragon Loan. Messrs. F. H. Bell and A. A. Kraus were re-elected Trustees, and Mr. F. W. Lemarchand, Treasurer. A conversation ensued respecting the appointment of an Assistant Chaplain, at a stipend of £300 per annum, but the matter was said to be still pending in consequence of the Society for the Propagation of the Gospel not having yet replied to Dean Butcher's letter of July last. It was believed there would be no difficulty experienced in raising the required sum, the stipend now paid to the officiating chaplain at the Seamen's Church; Footing, (which would form part of it), amounting to Tls. 900. The question of the Paragon Loan was also alluded to, and it was stated that only 12 subscribers remained who had not written off their claims, and that of these there was only one objector. The meeting, however, considered it was a matter the Trustees could not press, and therefore this, like the appointment of an Assistant Chaplain, remains in abeyance.

Another illustration of the difficulty of procuring freights for sailing vessels at Shanghai, occurs in the case of the barque *Falcon*, Captain Westphal, which has been lying in the Whangpoo since the 12th September last. She sailed for New York the other day.

Rumours of trouble encountered by the Yunnan expedition were again current yesterday; but floating only in the vaguest way, as on the former occasion. One circumstance which might perhaps lead to apprehension is the length of time which has elapsed since we have had any news of the progress of the expedition. The last date was from Chungking, 30th December, received here on the 17th January. Still, remembering that Chai was killed by

popular report before he had time to get clear of Kweichow, we may await further authentic news with tolerable confidence.

Our readers will remember the scheme for reorganizing the Government of Manchuria, recently laid before the Throne by the Acting-Governor Tsung-shih. This amounted virtually to introducing the Chinese system, and was remarked upon at the time as a curious revelation of the tide of conquest. The *Peking Gazette* of the 30th January gives the Imperial assent to Tsung-shih's proposals; so here we have the Chinese, after practically assimilating to themselves the Tartars who came among them, quietly imposing their own system of government on their conquerors, by mere force of numbers and moral pressure.

A large number of packages of North-China produce of various kinds were yesterday shipped from this port to Yokohama, there to be put on board the P. M. S. S. Co's steamer, which takes a similar quantity of Southern produce from Hongkong. The united weight is something like 200 tons, and it is estimated that there are 300 tons to follow. It is satisfactory to know that the P. M. S. Co. have reconsidered their recent decision to charge full rates of freightage; they have telegraphed to the effect that they consent to reduce by one-half the freight on goods for exhibition, and of passage of officials sent by Government. The Mitsui Bishi Company declines to make any reduction.

The *Gazette* of the 18th January contains a decree reorganizing the Government of Formosa. A prefecture and three district magistracies are created, and various other necessary changes made, which will tend to establish better order and familiarize the inhabitants with the blessing of taxation. The principle that the Governor of Fokien shall reside a portion of the year in Formosa is adhered to, and we can well believe that the prospect has been mainly influential in deterring Ting Jih-chang from accepting the post. It is a banishment which would scarcely be welcome to an Chinese official at any time; and the death of the late Fatai on his return from a short stay in the island would not tend to encourage others.

About 7.30 on Saturday morning, (12th) the dead body of a foreigner was found lying in the Woodhang road, Hongkong. The deceased was subsequently identified as N. F. Outzen, apothecary of the U. S. man-of-war *Monocacy*, who had been ashore on leave. There is no suspicion of foul play, but we believe an inquest will be held.

A meeting of Shareholders in the Shanghai and Hongkong Wharf was held on the 18th. The report shows a net profit on the half-year's working of Tls. 5,409. A dividend was approved of 2½ per cent., which will absorb Tls. 5,875, leaving only Tls. 34.17 to be carried forward. A good deal of conversation took place about the expense and the tariff rate. It was explained that some of the expenses shown in this half-year's accounts were exceptional, and would not recur; the tariff rates have been slightly raised, where this was found practicable. Dissatisfaction was expressed by Shareholders at the large return of ten per cent. to contributors of business, while the dividend paid was so small. But the Directors considered it would be inadvisable to interfere with the return, which was usual, and would be more or less compensated for by the amended tariff. Messrs. Bell, Sutherland, Westall and McLeod were elected Directors, together with the senior resident representative of Messrs. Jardine, Matheson & Co.

In our remarks on the cause célèbre at Hangchow, we expressed sympathy with the scholars and gentry, who by their candour in the case, had done good service against official venality. We should be gratified to learn that one feature of the case—the inutility of torture for eliciting truth—had also attracted their attention. The case, indeed, as we find on further investigation, is based on a false confession, drawn out by torture. An apothecary, who was suspected of selling to the accused the arsenic which is supposed to have been the cause of death, denied the charge when examined by the District Magistrate; and, persisting in his denial, he was subjected to torture. Knowing that his sufferings would cease by admitting that he had sold arsenic to the accused, he procured his release by admitting the charge. Not long after, however, he told everyone that the accused was perfectly innocent, so far at least as the purchase of the arsenic was concerned. It was this that stirred up the gentry in favour of Yang Nai-wu; and the persistence of the apothecary in affirming that the charge was elicited by torture, has caused, at last, a reversal of the long pending case. Yan's life is saved, and the political existence of his judges, high and low, is probably destroyed; but whether the case will have the effect of hastening the abolition of torture, remains to be seen.

(Courtes and Gazette.)

Another step is, according to private report, about to be taken by the Chinese Government towards developing the resources of the country. We hear from a reliable source that Mr. Potter, late Superintendent of the Takasima coal-mines, has been engaged by the authorities connected with the Nanking Arsenal to make a survey of the mines in that neighbourhood.

We hear that Mr. Chu, the late editor of the *I-pao*, has joined the editorial staff of the quondam rival paper. His genius is now devoted, therefore, to filling the columns of that journal whose lucubrations he was formerly wont to compare to the barking of a mad dog, and which used on its side to make so uncomplimentary a mistake in the character of the *I-pao* editor's name. Such an affecting reconciliation deserves to be recorded.

We hear that there is some possibility that the long Shanghai may really meet a

'rink.' At any rate there are rumours floating about of provisional directors, preliminary meetings, negotiations for the purchase of land, and 'promotion.' We sincerely wish the scheme all possible success. A Correspondent writes to us as follows:—"As the excellent recreation of rinking appears to be attracting some attention at present, I would suggest that the proprietors of the Moonie Hall should be applied to with the view of negotiating a lease of the only available covered space suitable for the formation of a good rink. I allude to the room under the large Hall, which was originally intended for a concert room; and if it had been finished it would have been the finest room in Shanghai. The size is about 40 feet by 80. I understand that it is at present unoccupied. It was for some time used as a gymnasium.

We hear that there may be troubles at Hankow have been settled, and settled in a way most calculated to give satisfaction to the missionaries stationed in that city have been much harassed with the difficulty of obtaining premises, and it is said that a man who has been in prison some time already for leasing a preaching-house to a member of the American mission is now in danger of losing not only his liberty but his head.

We are very glad to hear that the troubles at Hankow have been settled, and settled in a way most calculated to give satisfaction to the missionaries stationed in that city have been much harassed with the difficulty of obtaining premises, and it is said that a man who has been in prison some time already for leasing a preaching-house to a member of the American mission is now in danger of losing not only his liberty but his head.

In an article on Mr. Carlyle, the *Daily News* says:—"It is yet too early to know whether his teaching really went deeply down into the mind and heart of the public." As an instance of the effect of the great man's teaching, "Nemo," in a letter to that paper, says:—"Some months since I was conversing with a tanner, whose manufacture has always been remarkable for its excellence, when he said, 'If I had not read Carlyle I should never have made my leather so good.' It is in this way that Carlyle's deepest influence has been felt; and I believe the venerable seer would consider this one of the highest tributes to his influence. Who that tramples through the mud and slush of this city would not desire that the man who tanned his sole leather was a pupil of Carlyle!"

Quotations.

HONGKONG, Feb. 21, 1876.	
OPIMUM—New Patna, cash,	605
" " " credit,	610
" " Old Patna, cash,	—
" " " credit,	—
" " New Benares, cash,	672½
" " " credit,	677½
" " Old Benares, cash,	—
" " " credit,	—
" " New Malwa, cash,	685
" " " credit,	690
" " Allowance Telsa, 16 a 32	—
" " Old Malwa, cash,	690
" " " credit,	696
" " Allowance Telsa, 16 a 32	—
QUICKSILVER,	91
SALT-PETRE,	4.75 a 5.75

Exchange.

Bank, 6 months' sight,	3/11½
Credit, 6 months' sight,	4/0
On Calcutta, Bank demand,	£. 225
" Bombay, demand,	£. 225
" Shanghai, demand,	72½
" Shanghai, 30 days' sight,	73
Bar Silver, 17, dwts. 3,	—
Sycee,	—
Mexicans,	—
Gold Leaf,	25.50
English Sovereigns,	5.05
Australian Sovereigns,	5.06
Discount,	6 a 8

Shares.

Hongkong Bank, 4 per cent. prem. ex div.	—
H.K. Fire Ins. Co., \$500 ex div.	—
China Fire Ins. Co., \$145	—
Victoria Fire Ins. Co., \$70	—
H.K. & W. Dock Co., 38 ½ dls.	—
China Traders' Ins. Co., \$1525	—
Union Ins. Society of Canton, \$600	—
Chinese Insurance Co., \$220	—
North China Ins. Co., Tls. 350	—
C. & J. Marine Ins. Co., Tls. 107	—
Yangtze Ins. Assn. Co., Tls. 605	—
H.K. O. & M. S. boat Co., 5 dls.	—
Union S. Navigation Co., Tls. —	—
Shanghai Steam N. Co., Tls. 75	—
Hongkong Hotel Co., \$55 dls.	—
Chinese Imperial Loan, £102.	—

Temperature.

HONGKONG, Feb. 21, 1876.	
(Taken at Messrs. Falconer & Co.'s Premises, Queen's Road.)	
Thermometer—9 A.M.,	61½
" " 4 P.M.,	61
" " Maximum,	62
" " Minimum, over night,	55
Barometer—9 A.M.,	30.114
" " 4 P.M.,	30.080

Shipping Intelligence.

HOME SHIPPING.

The following is given in the London Papers, dated January 7:—

DEPARTURES.

Dec. 28, Deutschland, from Hamburg to Hongkong.
Dec. 29, Martha Brookeman, from Cardiff to Hongkong.
Dec. 30, Diomed (str.), from Liverpool to Shanghai.
Dec. 31, Belted Will, from London to Hongkong.
Jan. 1, Oxfordshire (str.), from London to China and Japan.
Jan. 1, Madagascar, from Cardiff to Hongkong.
Jan. 9, Lybna, from Cardiff to Hongkong.
Jan. 9, Tian, from Cardiff to Hongkong.
Jan. 9, Quong (Glenorchy) (str.), from London to Shanghai.
Jan. 7, Papa, from Liverpool to Hongkong.

Mails.

Occidental & Oriental Steam-Ship Company.

TAKING THROUGH CARGO AND PASSENGERS FOR THE UNITED STATES AND EUROPE, IN CONNECTION WITH THE CENTRAL and UNION PACIFIC AND CONNECTING RAILROAD COMPANIES AND ATLANTIC STEAMERS.

THE S. S. "OCEANIC" will be despatched for San Francisco, via Yokohama, on WEDNESDAY, the 1st March, at 3 p.m., taking Cargo and Passengers for Japan, the United States and Europe. Connection is made at Yokohama, with Steamers from Shanghai.

Freight will be received on Board until 4 p.m. of 29th Instant. Parcel Packages will be received at the Office until 5 p.m. same day; all Parcel Packages should be marked to address in full; value of same is required.

Return Passage Tickets available for 6 months are issued at a reduction of 20 per cent. on regular rates.

For further information as to Freight or Passage, apply to the Agency of the Company, Praya West.

G. B. EMORY, Acting Agent.
Hongkong, February 3, 1876. mol



STEAM FOR

Singapore, Penang, Point de Galle, Aden, Suez, Malta, Brindisi, Ancona, Venice, Mediterranean Ports, Southampton and London;

Also,

Bombay, Madras and Calcutta.

THE PENINSULAR AND ORIENTAL STEAM NAVIGATION COMPANY'S Steamship "GOLDONDA," Captain C. ANDERSON, with Her Majesty's Mail, Passengers, Goods, and Cargo, will leave this for the above places, on THURSDAY, the 2nd March, at Noon.

CARGO will be received on board until Noon; FREIGHT and PARCELS at the Office until 2 p.m. on the 1st Idem.

For particulars regarding Freight and Passage, apply at the P. & O. S. N. Co.'s Office, Hongkong.

CONTENTS AND VALUE OF PACKAGES ARE REQUIRED.

A written declaration of the Contents and Value of the Packages for the Overland Route is required by the Egyptian Government, and must be delivered by the Shippers to the Company's Agents with the Bills of Lading, or with Carriage, and the Company do not hold themselves responsible for any detention or prejudice which may happen from incorrectness on such declaration.

Shippers are particularly requested to note the terms and conditions of the Company's Black Bills of Lading.

THE P. & O. S. N. Co. reserve the option of forwarding all Goods shipped by their Steamers for Europe through Egypt, either by Rail, or by Canal in their own Steamers, or in vessels employed for the purpose.

A. MOIVER, Superintendent.
F. & O. S. N. Co.'s Office,
Hongkong, February 17, 1876. mol

U. S. MAIL LINE.

PACIFIC MAIL STEAMSHIP COMPANY.

THROUGH TO NEW YORK, VIA OVERLAND RAILWAYS, AND TOUCHING AT YOKOHAMA, AND SAN FRANCISCO.

THE S. S. "GREAT REPUBLIC" will leave Hongkong for San Francisco, via Yokohama, on WEDNESDAY, the 16th March, 1876, at 3 p.m., taking Passengers, and Freight, for Japan, the United States, and Europe.

Through Passengers Tickets and Bills of Lading are issued for transportation to Yokohama and other Japan Ports, to San Francisco, to ports in Mexico, Central and North America, and to New York and Europe via OVERLAND RAILWAYS.

A Steamer of the Mitsui Bishi S. S. Company will leave Shanghai, via the Inland Sea Ports, about same date, and make close connection at Yokohama.

At New York Passengers have selection of various lines of Steamers to England, France and Germany.

Freight will be received on board until 4 p.m. 14th Proximo. Parcel Packages will be received at the office until 5 p.m. same day; all Parcel Packages should be marked to address in full; value of same is required.

For further information as to Passage and Freight, apply to the Agency of the Company, Praya West.

G. B. EMORY, Acting Agent.
Hongkong, February 15, 1876. mol

For Sale.

FOR SALE.

SOME very superior OLD PORT WINE, just received, in cases of One or Two dozen bottles each.

Apply to

J. J. DOS REMEDIOS & Co.
Hongkong, February 10, 1876. mol

FOR SALE.

BASTON'S PATENT COMPOSITION PAINT, For Ships' Bottoms.

Sole Agents for China,
F. BLACKHEAD & Co.
Hongkong, January 5, 1876.

Insurances.

QUEEN FIRE INSURANCE COMPANY.

THE Undersigned are prepared to grant Policies against Fire to the extent of \$45,000 on Buildings, or on Goods stored therein, at current local rates, subject to a Discount of 20% on the Premium.

EDWARD NORTON & Co.,
Agents.
Hongkong, January 1, 1874.

YANG-TSZE INSURANCE ASSOCIATION OF SHANGHAI.

CAPITAL AND SURPLUS, 800,000 TAELS.

POLICIES granted on Marine Risks to all parts of the world at current rates. This Association will, until further notice, provide out of the earnings, first for an interest Dividend of 15% to Shareholders on Capital, and thereafter distributed among Policy holders, annually, in cash, ALL the Profits of the Underwriting Business *pro rata* to amount of premium contributed.

RUSSELL & Co.,
Agents.
Hongkong, July 9, 1872.

LANCASHIRE INSURANCE COMPANY.

(FIRE AND LIFE.)

CAPITAL—TWO MILLIONS STERLING.

THE Undersigned are prepared to grant Policies against the Risk of FIRE on Buildings or on Goods stored therein, on Coals in Matched, on Goods on board Vessels and on Hulls of Vessels in Harbour, at the usual Terms and Conditions.

Proposals for Life Assurances will be received, and transmitted to the Directors for their decision.

If required, protection will be granted on first class Lives up to £1000 on a Single Life.

For Rates of Premiums, forms of proposals or any other information, apply to

ARNHOLD, KARBERG & Co.
Agents Hongkong & Canton.
Hongkong, January 4, 1867.

THE CHINA FIRE INSURANCE COMPANY, LIMITED.

HEAD OFFICE—HONGKONG.

AGENTS at all the Treaty Ports of China and Japan, and at Singapore, Saigon and Penang.

Risks accepted, and Policies of Insurance granted at the rates of Premium current at the above mentioned Ports.

NO CHARGE FOR POLICY FEES.

JAS. B. COUGHRAN,
Secretary.
Hongkong, November 1, 1871.

MANCHESTER FIRE ASSURANCE COMPANY OF MANCHESTER AND LONDON.

THE Undersigned have been appointed Agents for the above Company at Hongkong, Canton, Foochow, Shanghai and Hankow, and are prepared to grant Insurances at current rates.

HOLLIDAY, WISE & Co.
Hongkong, October 14, 1868.

THE LONDON ASSURANCE.

INCORPORATED BY ROYAL CHARTER OF

His Majesty King George The First, A. D. 1720.

THE Undersigned having been appointed Agents for the above Corporation are prepared to grant Insurances as follows—

Marine Department.

Policies at current rates payable either here, in London or at the principal Ports of India, China and Australia.

Fire Department.

Policies issued for long or short periods at current rates. A discount of 20% allowed.

Life Department.

Policies issued for sums not exceeding \$5,000 on reasonable terms.

HOLLIDAY, WISE & Co.,
Hongkong, July 25, 1872.

CHINESE INSURANCE COMPANY. (LIMITED.)

NOTICE.

POLICIES granted at current rates on Marine Risks to all parts of the World. In accordance with the Company's Articles of Association, Two Thirds of the Profits are distributed annually to Contributors, whether Shareholders or not, in proportion to the net amount of Premiums contributed by each, the remaining third being carried to Reserve Fund.

OLYMPHANT & Co.,
General Agents.
Hongkong, April 17, 1873.

YANGTSE INSURANCE ASSOCIATION OF SHANGHAI.

NOTICE.

AFTER this date, the above Association will allow a Brokerage of Thirty-three and One Third per cent. (33 1/3%) on Local Risks only.

RUSSELL & Co.,
Agents.
Hongkong, June 3, 1874.

MANCHESTER FIRE ASSURANCE COMPANY.

THE Undersigned Agents are in receipt of instructions from the Board of Directors authorizing them to issue Policies to the extent of \$10,000 on any one first class risk, or to the extent of \$15,000 on adjoining risks at current rates.

A Discount of 20% allowed.

HOLLIDAY, WISE & Co.
Hongkong, January 5, 1876.

Insurances.

THE SOUTH AUSTRALIAN INSURANCE COMPANY, ADELAIDE.

CAPITAL, £500,000.

THE Undersigned having been appointed Agents for the above Company in Hongkong, China and Japan, are prepared to issue Policies of Marine Insurance, payable in Australia, London, Calcutta, Bombay, Manilla, China and Japan at current rates.

ADAMSON, BELL & Co.,
Hongkong, September 6, 1875.

VICTORIA FIRE INSURANCE COMPANY OF HONGKONG LIMITED, IN LIQUIDATION.

NOTICE.

ALL Persons holding Warrants against unclaimed Dividends, Interest, or Bonus, are requested to present same for payment at the Hongkong and Shanghai Bank before the 1st April, 1876, otherwise their claims will not be recognised.

ADOLF ANDER,
F. D. SASSOON,
Liquidators.
Hongkong, December 20, 1875. apl

THE SCOTTISH IMPERIAL INSURANCE CO.

THE Undersigned having been appointed Agent, in Hongkong, for the above-named Company, is prepared to grant Policies against Fire, on Buildings and on Goods to the extent of \$10,000, at the usual rates, subject to an immediate discount of 20%.

Attention is invited to a considerable reduction in Premiums for Life Insurance in China.

Life Policies effected during the year 1875, share in the Bonus to be declared on 31st December for the quinquennial period then ending.

A. MACG. HEATON,
Hongkong, September 27, 1875.

NORTH BRITISH & MERCANTILE INSURANCE COMPANY.

Incorporated by Royal Charter and Special Acts of Parliament.

ESTABLISHED 1803.

CAPITAL £2,000,000.

THE Undersigned, AGENTS at Hongkong for the above Company, are prepared to grant Policies against FIRE, to the extent of \$10,000 on any Building, or on Merchandise in the same, at the usual Rates, subject to a discount of 20 per cent.

GILMAN & Co.,
Agents.
Hongkong, July 6, 1875.

ROYAL INSURANCE COMPANY.

THE Undersigned having been appointed Agents for the above Company, are prepared to grant Insurances at current rates.

MELCHERS & Co.,
Agents, Royal Insurance Company,
Hongkong, October 27, 1874.

ON SALE.

THE

CHINESE READER'S MANUAL.

A HANDBOOK of Biographical, Historical, Mythological and General Literary Reference.

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Shanghai,.....KELLY & Co.

Hongkong,....."CHINA MAIL" OFFICE.

COAL DEPOT.

COALS of every description supplied to Steamers by the Undersigned. Orders may be left at the Godowns, Wanchai, with Mr. J. MACLEOD, or LEONG Ah Yee, KWONGHONG, Praya.

LANDSTEIN & Co.,
Hongkong, November 1, 1875. mpy

F. KRUPP'S CAST STEEL WORKS, (Germany.)

Sole Agent for China,
F. PEIL,
HONGKONG, SHANGHAI, CANTON & SWATOW.

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PILOTAGE.

VESSELS inward bound can secure Pilots from Reef Island, from this date. Outward bound Vessels can secure FIRST CLASS PILOTS by applying to the Undersigned at Praya Central, No. 29. The Pilot-boat's flag is No. 5 at the main-mast.

H. F. STUART,
Hongkong, April 5, 1876. apb

Intimations.

WANTED.

A SITUATION, by a young German, as a Servant, to accompany a Lady or family en route to Europe.

Terms: Free Passage Home.

Address: "Home-passage," care of the China Mail Office.

Hongkong, February 9, 1876. mcy

IN CONSEQUENCE OF THE REDUCTION OF THE PRICE OF THE "SHANGHAI COURIER AND CHINA GAZETTE"

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INCREASE OF CIRCULATION MAY BE CONFIDENTLY ANTICIPATED, THE ADVANTAGE TO

ADVERTISERS IS OBVIOUS.

NOTICE.

In the Goods of GEORGE BARTY FALCONER, Deceased.

ALL Persons having any CLAIMS against the above Estate are requested to send in Particulars of the same to the Undersigned, on or before the 28th Day of February, 1876, after which date no Claims will be recognised.

And all Persons being indebted to the said Estate are requested to make Immediate Payment.

I. B. FALCONER,
Administratrix.
Hongkong, December 8, 1875. te28

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VOL. IV., No. 3.

EDITED BY N. B. DENNIS, F.R.D.

Annual Subscription, postage included, \$6.50.

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The Chinese Vernaculars.

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Chinese Explorations of the Indian Ocean during the Fifteenth Century, (Continued from page 87.)

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Hongkong, January 11, 1876.

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DOUGLAS LAPRAIR & Co.
Hongkong, December 20, 1875.

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ROBERT G. ALFORD,
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Hongkong, January 29, 1876. te29

TO LET.

FIRST CLASS STORAGE, GODOWNS, on the Praya.

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TAYLOR & THOMPSON.
Hongkong, November 20, 1875.

TO LET.

HOUSE No. 5, Zealand Street, DAVID SASSOON, SOLE AGENT, Hongkong, February 5, 1876.

HONGKONG MARKET PRICES.

Corrected to Saturday, Feb. 19, 1876.

At 1080 Cash per Dollar Mexican.

Paiza Highest Bazaar Cash. 1000

Butcher Meat.

Bacon, English, lb. 400 300

" Fopchew, 180 150

Beef, sirloin and prime cut, cy. 160 120

Beef Corned, catty 120 100

" Roast, 140 120

" Soup, 80 70

" Steak, 140 120

Bullocks' Brains, per set 50 40

" Tongue, fresh, each 250 200

" " corned, 400 350

" Heart, 150 110

" Feet, 60 50

" Kidneys, 60 50

" Tail, 120 110

" Liver, catty 90 70

" Tripe (undressed), catty 40 30

Calves' Head and Feet, set 500 450

Hams, American, lb. 350 —

" Chinese, 200 180

" English, 400 380

Mutton Chop, 220 200

" Leg, 220 200

" Shoulder, 180 150

" Liver, 130 120

Pigs' Chittlings, catty 60 50

SUPPLEMENT
TO THE
CHINA MAIL.

HONGKONG, TUESDAY, 22ND FEBRUARY, 1876.

Merchant Vessels in Harbour.

Exclusive of Arrivals and Departures reported to-day.

VESSEL'S NAME.	CAPTAIN.	FLAG AND REG.	TONS.	DATE OF ARRIVAL.	CONSIGNEES OR AGENTS.	DISTINCTION.
HONGKONG						
Steamers						
Abbotsford	Patterson	Brit. str.	649	Feb. 19	Jardine, Matheson and Co.	
Bremer Castle	Marshall	Brit. str.	1425	Feb. 20	Adamson, Bell and Co.	
Candler Castle	Craig	Brit. str.	1419	Feb. 20	Adamson, Bell and Co.	
Cassandra	Leaper	Brit. str.	947	Feb. 20	Jardine, Matheson and Co.	
Chlops	Dryden	Brit. str.	938	Feb. 20	Adamson, Bell and Co.	
Columbian	Harvey	Brit. str.	1417	Jan. 25	P. & O. S. N. Co.	
Columbi	Flambean	Brit. str.	2410	Feb. 21	Messageries Maritimes	In dock Kowloon.
Glengyle	Kyall	Brit. str.	1235	Feb. 21	Jardine, Matheson and Co.	Marselles, &c.
Gunga	Garcen	Fch. str.	797	Feb. 21	Romados and Co.	
Hallong	Grey	Brit. str.	277	Feb. 21	Douglas Laysan and Co.	Manila
Lotus	Grey	Brit. str.	1407	Jan. 21	Douglas Laysan and Co.	Coast Ports, &c.
Ly-ee-moon	Stevens	Brit. str.	611	Feb. 21	P. & O. S. N. Co.	San Francisco
Madagascar	Grainger	Brit. str.	1418	Feb. 21	Jardine, Matheson and Co.	Cooktown, &c.
Malacca	Stephenson	Brit. str.	994	Feb. 21	Siemens and Co.	
Malacca	Bernard	Brit. str.	1000	Feb. 21	P. & O. S. N. Co.	
Malacca	Johnson	Brit. str.	687	Feb. 17	Hop Koe	
Malacca	Sturrock	Brit. str.	1148	Feb. 14	H. Kier	
Malacca	Walker	Brit. str.	686	Feb. 16	Kwok Acheong	
Malacca	Farsell	Brit. str.	4000	Feb. 10	O. & S. E. Co.	
Malacca	Pawson	Amer. str.	280	June 18	Augustine Heard and Co.	
Malacca	Hopkins	Brit. str.	358	Feb. 21	Hop King	
Malacca	Regnier	Fch. str.	1150	Feb. 21	Messageries Maritimes	
Malacca	Schulze	Brit. str.	783	Feb. 21	Siemens and Co.	
Malacca	Schulze	Brit. str.	324	June 9	Kwok Acheong	Repairing
Sailing Vessels						
Albatross	Koppelman	Ger. bk.	377	Feb. 18	Melchers and Co.	
America	Holds	Ger. bk.	1219	Dec. 20	Siemens and Co.	
Asie Mineure	Gaurier	Fch. bk.	881	Feb. 4	Landston and Co.	
August	Ries	Ger. bk.	274	Feb. 1	Eduard Schellhass and Co.	
August Friedrich	Nielsen	Fch. bk.	420	Feb. 10	Siemens and Co.	
Boreal	Beutjes	Fch. bk.	678	Jan. 28	Order	
Canaan	Amson	Brit. bk.	840	Jan. 20	Borneo Company	
Caroline Magnus	Stiller	Brit. bk.	816	Jan. 20	Wielers and Co.	Manila
Carrie	Carr	Brit. bk.	816	Jan. 20	Wielers and Co.	
Catara	Offgren	Ger. bk.	488	Jan. 12	Wm. Pustau and Co.	
Chand	Hierw	Brit. bk.	265	Feb. 21	Carlowitz and Co.	
Charles Oak	Smith	Amer. str.	903	Nov. 11	Jardine, Matheson and Co.	
Christina A. F.	Federico	Amer. sch.	170	Jan. 1	Order	Repairing
Christine	Wildfang	Ger. bk.	541	Feb. 1	Siemens and Co.	
Columbo	Hower	Brit. bk.	384	Feb. 8	Captain Sande	
Columbo	Selavo	Brit. bk.	834	Jan. 20	Russell and Co.	
Criton	Lull	Amer. bk.	1540	Jan. 9	Russell and Co.	
Criton	Christian	Dan. bk.	810	Jan. 20	Eduard Schellhass and Co.	
Criton	Crowell	Amer. bk.	1004	Jan. 19	Frazer and Co.	
Criton	Kildebrandt	Brit. sch.	145	Dec. 17	Rozario and Co.	
Criton	Noyes	Amer. bk.	670	Dec. 17	Rozario and Co.	
Criton	Holmes	Brit. bk.	1039	Dec. 27	Vogel, Hagedorn and Co.	
Criton	Sly	Brit. bk.	877	Jan. 10	Siemens and Co.	
Criton	Hammonia	Brit. bk.	408	Feb. 20	Vogel, Hagedorn and Co.	
Criton	Wilkison	Amer. bk.	684	Nov. 20	Siemens and Co.	
Criton	Cassell	Ger. bk.	430	Feb. 17	E. Schellhass and Co.	
Criton	Stur	Ger. bk.	358	Feb. 14	P. M. B. S. Co.	
Criton	Le Goutier	Brit. bk.	321	Feb. 18	Carlowitz and Co.	
Criton	Frideaux	Brit. bk.	321	Feb. 14	Ebel and Co.	
Criton	McPherson	Brit. bk.	638	Feb. 13	Wo Tye Hong	
Criton	Ayren	Sham. sch.	150	Jan. 13	Landston and Co.	
Criton	Colleg	Brit. bk.	453	Feb. 19	Arnhold, Karberg and Co.	
Criton	Grove	Dan. bk.	817	Feb. 21	Vogel, Hagedorn and Co.	
Criton	Lewis	Amer. bk.	1327	Feb. 21	Vogel, Hagedorn and Co.	
Criton	Smackinleg	Amer. bk.	306	Jan. 20	Eduard Schellhass and Co.	
Criton	Ewan	Brit. sch.	616	Feb. 20	Borneo Company	
Criton	McDonald	Brit. bk.	627	Jan. 20	Eduard Schellhass and Co.	
Criton	Schier	Ger. sch.	246	Jan. 9	Chinese	
Criton	Michaelson	Brit. bk.	484	Jan. 4	Arnhold, Karberg and Co.	
Criton	Jeon	Brit. bk.	688	Jan. 15	Olyphant and Co.	
Criton	Kent	Amer. bk.	628	Jan. 19	H. Kier	
Criton	Francovich	Brit. bk.	740	Jan. 19	Eduard Schellhass and Co.	
Criton	Blackey	Brit. bk.	328	Feb. 14	Arnhold, Karberg and Co.	
Criton	Linnam	Ger. bk.	320	Feb. 27	Russell and Co.	
Criton	Muller	Brit. bk.	376	Nov. 9	Yuen Fat Hong	
Criton	White	Amer. bk.	650	Dec. 18	Vogel, Hagedorn and Co.	
Criton	Saltirk	Brit. bk.	938	Jan. 2	Vogel, Hagedorn and Co.	
Criton	Saltirk	Brit. bk.	540	Jan. 3	Tuck Mee	
Criton	Whitney	Amer. bk.	490	Jan. 21	Messageries Maritimes	
Criton	Colville	Brit. bk.	985	Feb. 7	Order	
Criton	Johnson	Brit. bk.	347	Jan. 20	Rozario and Co.	
Criton	Bruba	Sham. bk.	292	Jan. 18	Kia Tye Loong	
Criton	Mullin	Amer. bk.	1078	May 18	Frazer and Co.	
Criton	Clark	Ger. bk.	688	Feb. 14	Siemens and Co.	
Criton	Dirke	Ger. bk.	302	Jan. 27	Melchers and Co.	
Criton	Stressen	Norw. bk.	247	Jan. 22	Eduard Schellhass and Co.	
Criton	Whitling	Brit. bk.	255	Feb. 20	Order	
Criton	Scarlett	Brit. bk.	383	Feb. 14	Order	
WEAMPOA						
Anna	Jessen	Ger. bk.	448	Feb. 18	Wm. Pustau and Co.	
Augusta	Buck	Ger. bk.	250	Feb. 20	Order	
Kate Tatham	McKersey	Brit. bk.	275	Feb. 4	Carlowitz and Co.	
Wega	Mahl	Ger. bk.	395	Jan. 28	Siemens and Co.	
CANTON						
Amoy	Drewes	Brit. str.	514	Feb. 19	Siemens and Co.	
Fuyew	Chai	Str. str.	820	Feb. 21	P. M. B. S. Co.	
Fusheng	Cotton	Brit. str.	62	Feb. 18	For Chinese	

Men-of-war in Hongkong Harbour.

NAME.	FLAG.	RIG.	TONS.	H.P.	COMMANDER.
Bajan	Russian	corvette	2000	4	Boyle
Ching-ting	Chinese	gun boat	160	4	
Fiamer (late Opossum)	British	aux. naval hospital	462	4	D. M. Insp. Gen. Morgan
Frolic	British	gun vessel	462	4	C. E. Bould
Ling Fing	Chinese	gunboat	2291	20	Cooker
Messager	British	military hospital	2291	20	H. M. Paul
Mosquito	British	gun boat	235	4	Longueville
Tung Fo	Chinese	gun boat	150	6	Commodore Parish
Victor Emanuel	British	Commodore's flagship	9857	2	H. O. D. Ryder
Vigilant	British	despatch vessel	650	2	Novodsky
Vladimir	Russian	corvette	1088	20	

FOOCHOW SHIPPING IN PORT.

Feb. 12, 1876.

Charlie Palmer	British barque
Chun Sheng	British steamer
Midge	British gunboat
Marie Haydon	for Newchwang
*Douglas	for Hongkong

SHANGHAI SHIPPING IN HARBOUR.

Feb. 17, 1876.

MERCHANT STEAMERS.

Aden	Chinese
Applin	British
Atalanta	German
Chihli	American
Crocus	British
*Djemnah	French
Europe	British
Fire Queen	American
Fung Shun	Chinese
Fusiyama	American
Fyehow	American
Golconda	British
Haining	British
Hankow	British
Hanyang	British
H. C. Orsted	Danish
Howsang	Chinese
Hupah	American
Lee Hong	Chinese
Menelaus	British
Millet	American
Nagoya Maru	Japanese
Paoting	American
Pau-tah	Chinese
Peiho	French
Peking	British
Plymouth Rock	American
Shantung	American
Shingking	British
Stentor	British
Szechuen	American
Tunsin	British
Yangtze	British
Yehsin	Chinese
Yungling	Chinese

* Since left port, or arrived at Hongkong.

MERCHANT SAILING VESSELS.

Adole	American schooner
Albert Victor	British barque
Alma	American barque
Almatia	American schooner
Benedicta	German schooner
Benjamin Aymer	American barque
Bonita	British schooner
Ceres	British barque
Charley	British barque
Chingtai	Chinese barque
Eagle	British barque
Elliot	British brig
Gesena	Dutch schooner
James S. Stone	American barque
Lady Elizabeth	British barque
Leucadia	for London
Lulu	American schooner
Lunan	British brig
Mantura	British barque
Mary Whitridge	for New York
Noemi	French barque
Oceanus	German brig
Omba	British ship
Parana	French brig
Queen of India	British barque
Roatta McNeil	American barque
Rowena	British schooner
Sydenham	British ship
Titania	for New York
Tokatea	British ship
Vesta	American brig
Wagrien	German schooner
Warden Appleby	British brig
W. G. Patton	American schooner
Yarra	British barque
Zhrab	German barque

MEN-OF-WAR.

Asbuelot	American corvette
Kearse	American corvette
La Clochetarie	French corvette
Monocacy	American corvette
Palos	American gunboat
Tennessee	American corvette
Thalia	British corvette
Yantic	American gun vessel